

# **CENTER JOINT UNIFIED SCHOOL DISTRICT**

[www.centerusd.k12.ca.us](http://www.centerusd.k12.ca.us)

*Students will realize their dreams by developing communication skills, reasoning, integrity, and motivation through academic excellence, a well-rounded education, and being active citizens of our diverse community.*

## **BOARD OF TRUSTEES REGULAR MEETING**

**➡ North Country Elementary School - Multipurpose Room  
3901 Little Rock Drive, Antelope, CA 95843**

***Wednesday, September 15, 2010 - 6:00 p.m.***

### **STATUS**

- I. CALL TO ORDER & ROLL CALL - 5:00 p.m.**
- II. ANNOUNCEMENT OF ITEMS TO BE DISCUSSED IN CLOSED SESSION**
  - 1. Matter Relating to Student Retention
  - 2. Student Expulsions/Readmissions (G.C. §54962)
  - 3. Conference with Labor Negotiator, George Tigner, Re: CSEA and CUTA
- III. PUBLIC COMMENTS REGARDING ITEMS TO BE DISCUSSED IN CLOSED SESSION**
- IV. CLOSED SESSION - 5:00 p.m.**
- V. OPEN SESSION - CALL TO ORDER - 6:00 p.m.**
- VI. FLAG SALUTE**
- VII. ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION** Info/Action
- VIII. ADOPTION OF AGENDA** Action



**STUDENT PRESENTATION:** Center High School MCA students, under the direction of Vernon Bisho, will be presenting a video, or video clips, that they have made.

- IX. STUDENT / STAFF RECOGNITIONS (5 minutes each)** Info
  - 1. 2010 STAR Test Perfect Scores
  - 2. Activities Director and AVID teacher at CHS

*Note: If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Superintendent's Office at (916) 338-6409 at least 48 hours before the scheduled Board meeting. [Government Code §54954.2] [Americans with Disabilities Act of 1990, §202.]*

**NOTICE:** The agenda packet and supporting materials, including materials distributed less than 72 hours prior to the scheduled meeting, can be viewed at Center Joint Unified School District, Superintendent's Office, located at 8408 Watt Avenue, Antelope, CA. For more information please call 916-338-6409.

	<b>X. STUDENT BOARD REPRESENTATIVE REPORTS (3 minutes each)</b>	Info
	<ol style="list-style-type: none"> <li>Center High School - Anthony Mendoza</li> <li>McClellan High School - Que Shawn Horton</li> <li>Antelope View Charter School - Raymond Houston</li> <li>Global Youth Charter School - Oscar Gonzalez</li> </ol>	
	<b>XI. ORGANIZATION REPORTS (3 minutes each)</b>	Info
	<ol style="list-style-type: none"> <li>CUTA - Heather Woods, President</li> <li>CSEA - Marie Huggins, President</li> </ol>	
	<b>XII. REPORTS/PRESENTATIONS (8 minutes each)</b>	Info
Curriculum	<ol style="list-style-type: none"> <li><b>Healthy Start Annual Update</b> - Alyson Collier</li> </ol>	
	<b>XIII. COMMENTS FROM THE AUDIENCE REGARDING ITEMS NOT ON THE AGENDA</b>	Public Comments Invited
	<p><i>Anyone may address the Board regarding any item that is within the Board's subject matter jurisdiction. However, the Board <u>may not</u> discuss or take action on any item which is not on this agenda except as authorized by Government Code Section 5495.2. A speaker shall be limited to 3 minutes (Board Policy 9323). All public comments on items listed on this agenda will be heard at the time the Board is discussing that item.</i></p>	
	<b>XIV. BOARD / SUPERINTENDENT REPORTS (10 minutes)</b>	Info
	<b>XV. CONSENT AGENDA (5 minutes)</b>	Action
	<p><i>NOTE: The Board will be asked to approve all of the following items by a single vote, unless any member of the Board asks that an item be removed from the consent agenda and considered and discussed separately.</i></p>	
Governance	1. Approve Adoption of Minutes from August 18, 2010 Regular Meeting	
Personnel	2. Approve Certificated Personnel Transactions	
↓	3. Approve Classified Personnel Transactions	
Curriculum	4. Ratify 2009/2010 Master Contracts:	
	BECA	
	Mingus Mountain Academy	
↓	5. Ratify 2009/2010 Individual Service Agreements:	
	2009/10-91 Red Rock Canyon School	
	2009/10-218 BECA	
	2009/10-219 Clarinda Academy	
	2009/10-220 Bright Start Therapies	
	2009/10-221 Rancho Learning Center JRHS	
	2009/10-222 Mingus Mountain Academy	
↓	6. Approve 2010/2011 Master Contracts:	
	Kinzie Murphy, Speech Pathologist/Oral Feeding Specialist	
	Colorado Boys Ranch	
	Medicab	
↓	7. Approve 2010/2011 Individual Service Agreements:	
	2010/11-101 BECA	
	2010/11-102 Clarinda Academy	
	2010/11-103 Kinzie Murphy	
	2010/11-104 Colorado Boys Ranch	
	2010/11-105 Medicab	
	2010/11-106-117 Bright Futures	
↓	8. Approve CHS FBLA Attendance at State Officer Meeting, Santa Clara, CA	
↓	9. Approve CHS FBLA Attendance at Leadership Conference, Santa Clara, CA	
Facilities & Op.	10. Approve Two Year Ground Lease for Sunrise Park and Recreation District for Day Care at Oak Hill Elementary School	
↓	11. Approve Ground Lease Agreement: North Highlands Recreation & Park District	



- |          |     |   |
|----------|-----|---|
| ↓        | 12. | Approve Professional Service Agreement: Isabella Maranon  |
| Business | 13. | Approve Payroll Orders: July - August 2010                |
| ↓        | 14. | Approve Supplemental Agenda (Vendor Warrants - July 2010) |

## **XVI. BUSINESS ITEMS**

- |            |           |   |        |
|------------|-----------|---|--------|
| Governance | <b>A.</b> | <b><u>First Reading: Board Policies/Regulations/Exhibits</u></b><br><b>(No Significant Changes)</b> | Action |
|------------|-----------|---|--------|

### **BP 1150 - Commendations and Awards**

(BP revised; AR deleted)

Policy revised to clarify that it applies to awards given to parents/guardians, community members, businesses, and organizations. Policy also incorporates and expands material formerly in AR re: the process for submitting recommendations for awards and the types of awards that may be given, and adds designation of a day, week, or month for special recognition of volunteers.

### **BP/AR 1250 - Visitors/Outsiders**

(BP/AR revised)

Updated policy adds Board philosophy about the importance of parent/guardian and community involvement in school programs and activities. Policy also encourages individuals to use complaint procedures and to avoid disruptive behavior on school grounds. Reorganized regulation adds requirement to post school hours.

### **BP 3100 - Budget**

(BP revised)

Updated policy reflects Governmental Accounting Standards Board (GASB) Statement 54, which makes changes in the way public agencies must report fund balances in the general fund and gives the Board sole authority to specify purposes of funds classified as "committed" and to express, or delegate the authority to express, intended purposes of resources that result in the "assigned" fund balance.

### **AR 3460 - Financial Reports and Accountability**

(AR revised)

Updated regulation deletes detailed discussion of the contents of the audit report since it is the responsibility of the auditor to complete that report. Regulation also adds new section on "Fund Balance" reflecting GASB Statement 54, which makes changes in the way fund balances in the general fund must be reported in external financial reports.

### **AR 3516.2 - Bomb Threats**

(AR revised)

Updated regulation adds language incorporating bomb threat procedures into the district's emergency preparedness plan and/or comprehensive safety plan. Regulation also expanded to address bomb threats received through electronic means, communications during bomb threat incidents, and counseling.

### **BP 3516.5 - Emergency Schedules**

(BP revised)

Updated policy adds language regarding seeking full average daily attendance reimbursement when an emergency situation prevents the district from meeting legal requirements for the minimum number of instructional days or minutes. Policy also adds examples of methods that may be used to notify students and parents/guardians of an emergency schedule.

### **BP 4020 - Drug and Alcohol Free Workplace**

(BP revised)

**MANDATED** policy revised to more accurately reflect the assurances that districts must make to the CDE, including the provision of a drug-free workplace, notifications to employees about the district's policy, action that will be taken in the event an employee has violated the prohibition, and the requirement that employees abide by the policy and notify the district if convicted. Language formerly in policy re: specific discipline that will be taken against an employee deleted as this material is covered in other policies.

**First Reading: Board Policies/Regulations/Exhibits (continued)**  
**(No Significant Changes)**

**AR 4032 - Reasonable Accommodation**

(AR revised)

Updated, reorganized regulation addresses (1) the circumstances under which the district may require a job applicant to undergo a medical examination in order to provide documentation of his/her health condition, (2) the prohibition against the use of the applicant's or employee's genetic information, and (3) the persons who should be informed of the applicant's or employee's medical condition.

**BP 4156.2/4256.2/4356.2 - Awards and Recognition**

(BP revised)

**MANDATED** policy revised to reflect the membership of the merit awards committee, add encouragement of staff recognition during designated recognition days, and clarify the role of the Superintendent and the Board in granting awards.

**AR 4161.1/4361.1 - Personal Illness/Injury Leave**

(AR revised)

**MANDATED** regulation revised to more directly reflect law re: the amount of sick leave an employee may use to attend to the illness of his/her child, parent, spouse, registered domestic partner, or domestic partner's child (page (b), item #6). Section on "Continued Absence After Available Leave Is Exhausted" retitled and revised to reflect **NEW COURT DECISION** re: period of differential pay is limited to a total of five months per accident or illness, even if the employee works for a period of time between sick leave increments related to the same medical condition. Section on "Verification Requirements" adds information on the Genetic Information Nondiscrimination Act.

**AR 5145.8 - Refusal to Harm or Destroy Animals**

(BP deleted; AR revised)

Delete unnecessary policy. Regulation revised to incorporate material formerly in BP and to reflect **NEW LAW** (AB 176) updating the terminology for recording technology which may be used as an alternative project.

**BP/AR 6158 - Independent Study**

(BP/AR revised)

**MANDATED** policy updated to (1) add material formerly in AR re: program participation is voluntary, (2) more directly reflect law re: minimum period of independent study for apportionment purposes as five "consecutive" school days, (3) revise material re: maximum length of assignments and the number of missed assignments that will trigger an evaluation of the student's participation, and (4) authorize student-teacher conferences by electronic means. Updated regulation (1) expands optional material re: considerations in approving a student's participation, (2) clarifies responsibilities of program administrator and teachers, and (3) adds requirement to retain specified auditable records for three years.

**BP 6162.5 - Student Assessment**

(BP revised)

Updated policy addresses possible uses of student assessment data, including **NEW LAW** (SBX5 1) which authorizes the use of the California Longitudinal Pupil Achievement Data System in staff evaluations. Policy also adds material on the use of multiple measures, disaggregation of data, test validity, proper test administration, professional development, and release of the individual record of accomplishment.

**BB/E 9270 - Conflict of Interest**

(BB revised; E added)

**MANDATED** bylaw revised and reorganized to clarify three types of analysis that must be conducted pursuant to different statutes and the common law doctrine to determine whether a conflict exists and, if so, whether the board member must abstain and/or if the contract is prohibited. Material comprising the conflict of interest code (i.e., incorporation statement, designated positions and disclosure categories) moved into a sample resolution in new Exhibit to clarify material that needs to be biannually reviewed and submitted to the code reviewing body.

**B. First Reading: Board Policies/Regulations/Exhibits**  
**(Significant Changes)**

Action

**BP/AR 1240 - Volunteer Assistance**

(BP/AR revised)

Updated policy and regulation reflect **NEW LAW** (AB 346) which requires any volunteer who works with students in a student activity program (not just those who supervise, direct, or coach the activity) to obtain an Activity Supervisor Clearance Certificate from the Commission on Teacher Credentialing (CTC), unless the district requires the volunteer to instead clear a Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) criminal background check or the volunteer is otherwise exempted by law.

**BP/AR 3552 - Summer Meal Program**

(BP/AR added)

New optional policy and regulation are for use by districts that have been approved by the CDE to sponsor a federally funded, state-administered Seamless Summer Feed Option (SSFO) and/or Summer Food Service Program (SFSP). Policy addresses program purposes, process for selecting sites for meal service, community outreach, record keeping, and program evaluation. Regulation contains requirements for both the SSFO and SFSP pertaining to site eligibility criteria, meal service, menu planning, advertising of available services, staff training (SFSP only), reimbursement claims, and program monitoring and reviews.

**BP 3555 - Nutrition Program Compliance**

(BP added)

New **MANDATED** policy reflects state and federal law prohibitions against discrimination in the National School Lunch Program, School Breakfast Program, Special Milk Program, and other child nutrition programs as well as recent enforcement activities of CDE's Nutrition Services Division based on U.S. Department of Agriculture's Food and Nutrition Service instructions.

**AR/E 4112.62/4212.62/4312.62 - Maintenance of Criminal Offender Records**

(AR/E revised)

Updated regulation reflects **NEW LAW** (SB 447) which requires the district to designate a custodian of records and to annually notify the DOJ regarding the identity of this person. Regulation also reflects requirement of SB 447, effective July 1, 2011, that persons designated as custodians of records must themselves receive criminal record background clearances to be eligible to serve in that capacity. Section on "Interagency Agreements" adds language on communicating with other districts participating in the interagency agreement when the district receives a report of a conviction of a serious or violent felony. Exhibit updated to reflect law re: civil action for invasion of privacy and to add legal cites for civil, criminal, and administrative penalties.

**BP/AR 4127/4227/4327 - Temporary Athletic Team Coaches**

(BP/AR revised)

Policy and regulation updated to reflect **NEW LAW** (AB 346) which requires any noncertificated employee or volunteer who works with students in a student activity program such as an interscholastic athletic program (not just those who supervise, direct, or coach the activity) to obtain an Activity Supervisor Clearance Certificate from the CTC, unless the district requires the individual to clear a DOJ/FBI criminal background check prior to beginning the paid or volunteer duties.

**BP/AR 5141.21 - Administering Medication and Monitoring Health Conditions**

(BP/AR revised)

Updated and reorganized policy reflects **NEW COURT DECISION** holding that trained, unlicensed school personnel are not authorized by current law to administer insulin injections to students with diabetes, even if those students are students with disabilities with individualized education programs (IEPs) or Section 504 plans, except in an emergency. Regulation reorganized to clarify contents of the physician's and parent/guardian's statements and district responsibilities, when allowing employees to administer or assist in administering medications to students.

Business

**C. Resolution #2/2010-11: Gann Limit Resolution and 2009/10 Unaudited Actuals Report Action**

The SACS Unaudited Actuals Report covers all fiscal activity and fund balances for the District. Included in the unaudited actuals is the 2009/10 Gann Limit report. School district are required to certify via the Gann Limit that their annual revenues do not increase at a rate greater than the overall increase in state government revenues. CJUSD has met that requirement for the 2009/10 fiscal year.

**XVII. ADVANCE PLANNING**

Info

**a. *Future Meeting Dates:***

*i. Wednesday, October 20, 2010 @ 6:00 p.m. - North Country Elementary School MultiPurpose Room*

**b. *Suggested Agenda Items:***

**XVIII. CONTINUATION OF CLOSED SESSION (Item IV)**

Action

**XIX. ADJOURNMENT**

Action

# *Center Joint Unified School District*

**AGENDA REQUEST FOR:**

**Dept./Site:** Instructional Services

**Date:** September 15, 2010

**To:** Board of Trustees

**Information Item** 1

**From:** George Tigner

**Action Item** \_\_\_\_\_

Chief Administrative Officer

**# Attached Pages** 1

**Administrator's Initials:** 

**SUBJECT:** Recognition of students and their teachers for attaining a perfect score on at least one portion of the 2010 STAR Test.

**RECOMMENDATION:** Informational Item

**Recognition For Attaining A Perfect Score On The 2010 STAR Test**

<b><u>Students</u></b>	<b><u>Perfect Score (600)</u></b>	<b><u>Teacher</u></b>	<b><u>School Site</u></b>
Carmina Alves	Eng Lang Arts	Christine Rayos del Sol	Oak Hill
Kiara Melvin	Eng Lang Arts	Jeanne Anderson	North Country
Gabriel Silveira	Eng Lang Arts	Christine Rayos del Sol	Oak Hill
Natelli Cripe	Math	Sherry Cline	Wilson C. Riles
Julia Dirain	Math	Penny Rittenhouse	Oak Hill
Madison Duggin	Math	Anne Merdinger	Dudley
David Duncan	Math	Jan Wagner	North Country
Juliana Elsberry	Math	Penny Rittenhouse	Oak Hill
Amelia Harmon	Math	Lura Anderson	Spinelli
Nataly Hernandez	Math	Leslie Macek	Spinelli
Juliet Honsal	Math	Susan Erickson	Oak Hill
Elias J'Beily	Math	Sherry Cline	Wilson C. Riles
Stacy Jones	Math	Brandy Ventitelli	Oak Hill
Haylie Jordan	Math	Jeff Starrett	North Country
Mantaj Kaur	Math	Gina Oswalt	Oak Hill
Navneet Kaur	Math	Jami Rains	Dudley
Jade Keyser	Math	Jami Rains	Dudley
Mark Konstantinov	Math	Leslie Macek	Spinelli
Eric Liu	Math	Jeff Starrett	North Country
Matthew Ma	Math	Dean Domach	North Country
Vincent Ma	Math	Kim Tricomo	North Country
Amena Nelson	Math	Katie Edwards	Oak Hill
Kevin Nguyen	Math	Roberta Bergeron	Dudley
Shay Smith	Math	Laurel Stolfus	Dudley
Justin Sprague	Math	Joanne Underwood	Dudley
Devon Steele	Math	L. Sambucetti/E. Olmstead	North Country
Cielo Talavera	Math	Enrolled in CJUSD 8/2/10	North Country

# *Center Joint Unified School District*

**AGENDA REQUEST FOR:**

**Dept./Site:** Center High School

**Date:** 9/15/10

**To:** CJUSD School Board

**From:** Michael Jordan, Principal

**Principal's Initials:** MDJ

**Action Item**

**Information Item** X

**# Attached Pages**       

**SUBJECT: STAFF RECOGNITION**

Center High School would like to formally recognize Mr. Clif Castro for his endless efforts as the Activities Director and AVID teacher at Center High School.

## *Center Unified School District*

### AGENDA REQUEST FOR:

Dept./Site: Healthy Start

Action Item \_\_\_\_\_

To: Board of Trustees

Information Item X

Date: Sept. 15, 2010

# Attached Pages 0

From: Alyson Collier

Principal's Initials: 

### **SUBJECT**

Healthy Start annual update presentation

(This report includes updated information on the number of homeless students and foster youth in the district as well as the educational support services provided.)

### **RECOMMENDATION:**



# *Center Joint Unified School District*

**AGENDA REQUEST FOR:**

**Dept./Site:** Superintendent's Office

**Action Item**     X    

**To:** Board of Trustees

**Information Item**           

**Date:** September 15, 2010

**#Attached Pages**     8    

**From:** Scott A. Loehr, Superintendent

**Principal's Initials:**           

**SUBJECT:** Adoption of Minutes

The minutes from the following meeting are being presented:

August 18, 2010 Regular Meeting

**RECOMMENDATION:** CJUSD Board of Trustees approve presented minutes.

**CONSENT AGENDA**

# CENTER JOINT UNIFIED SCHOOL DISTRICT

## BOARD OF TRUSTEES REGULAR MEETING North Country Elementary School - MultiPurpose Room 3901 Little Rock Drive, Antelope, CA 95843

Wednesday, August 18, 2010

### MINUTES

**OPEN SESSION - CALL TO ORDER** - Trustee Williams called the meeting to order at 5:30 p.m.

**ROLL CALL -** Trustees Present: Mrs. Anderson, Mr. Blenner, Mr. Friedman, Mrs. Williams, Mr. Wilson

Administrators Present: Scott Loehr, Superintendent  
George Tigner, Chief Administrative Officer  
Craig Deason, Assist. Supt., Operations & Facilities  
Jeanne Bess, Director of Fiscal Services

#### ANNOUNCEMENT OF ITEMS TO BE DISCUSSED IN CLOSED SESSION

1. Student Expulsions/Readmissions (G.C. §54962)
2. Conference with Labor Negotiator, George Tigner, Re: CSEA and CUTA

#### PUBLIC COMMENTS REGARDING ITEMS TO BE DISCUSSED IN CLOSED SESSION

**CLOSED SESSION - 5:30 p.m.**

**OPEN SESSION - CALL TO ORDER - 6:04 p.m.**

**FLAG SALUTE** - led by Anthony Mendoza

Trustee Williams asked that everyone remain standing for a moment of silence to remember Dr. Kevin Jolly.

**ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION** – the Board met in Closed Session and no action was taken. The following items had action taken during Open Session:

1. Student Expulsions/Readmissions (G.C. §54962)

RA 09/10-03 Recommendation approved.

<b>Motion:</b>	Friedman	<b>Ayes:</b> Anderson, Blenner, Friedman, Williams,
<b>Second:</b>	Blenner	Wilson

RA 09/10-04 Recommendation approved.

<b>Motion:</b>	Wilson	<b>Ayes:</b> Anderson, Blenner, Friedman, Williams,
<b>Second:</b>	Blenner	Wilson

**ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION (continued)**

**1. Student Expulsions/Readmissions (G.C. §54962)**

RA 09/10-08 Recommendation approved.

<b>Motion:</b>	Blenner	<b>Ayes:</b> Anderson, Blenner, Friedman, Williams,
<b>Second:</b>	Friedman	Wilson

RA 09/10-31 Recommendation approved.

<b>Motion:</b>	Blenner	<b>Ayes:</b> Anderson, Blenner, Friedman, Williams,
<b>Second:</b>	Friedman	Wilson

RA 09/10-32 Recommendation approved.

<b>Motion:</b>	Wilson	<b>Ayes:</b> Anderson, Blenner, Friedman, Williams,
<b>Second:</b>	Blenner	Wilson

RA 09/10-33 Recommendation approved.

<b>Motion:</b>	Blenner	<b>Ayes:</b> Anderson, Blenner, Friedman, Williams,
<b>Second:</b>	Friedman	Wilson

RA 09/10-34 Recommendation approved.

<b>Motion:</b>	Blenner	<b>Ayes:</b> Anderson, Blenner, Friedman, Williams,
<b>Second:</b>	Anderson	Wilson

RA 09/10 (Loomis transfer in) Recommendation approved.

<b>Motion:</b>	Blenner	<b>Ayes:</b> Anderson, Blenner, Friedman, Williams,
<b>Second:</b>	Wilson	Wilson

RA 09/10 (Folsom Cordova transfer in) Recommendation approved.

<b>Motion:</b>	Friedman	<b>Ayes:</b> Anderson, Blenner, Friedman, Williams,
<b>Second:</b>	Blenner	Wilson

**ADOPTION OF AGENDA** - approved adoption of agenda as amended, pulling Consent Agenda Item # 26 for separate consideration.

<b>Motion:</b>	Wilson	<b>Ayes:</b> Anderson, Blenner, Friedman, Williams,
<b>Second:</b>	Blenner	Wilson

**STUDENT / STAFF RECOGNITIONS**

1. 2010 Center High School Girls' Softball Team – Scott Loehr, Superintendent, announced that the District wanted to recognize the Girls' Softball team for their outstanding season last year. They finished 2<sup>nd</sup> in the league and 2<sup>nd</sup> in their division. The players were presented certificates for their accomplishments.

### **STUDENT BOARD REPRESENTATIVE REPORTS**

1. Center High School - Anthony Mendoza
  - during the summer they held a Cat Walk for students to pick up schedules
  - Freshman Orientation was successful
  - held Freshman Adoptions August 12-13
  - Back to School Night was last night
  - Back to School Dance and Rally is this Friday
  - Freshman Class elections this Friday
  - Club Day will be Wednesday, August 25 in the Quad
  - Blood Drive will be September 2
  - wanted to bring up the issue that there seems to be a large overcrowding in the classrooms
2. McClellan High School - Que Shawn Horton
  - off to a great start
  - Back to School night will be August 25 at 5-6 pm
  - had to split up Physical Education classes this year.
  - 2<sup>nd</sup> year leadership class is off to a start; 25% of student body is in that class
  - students are arranging fundraisers, which includes recycling, to help provide for their activities
  - thanked the students and staff for the start to a great year
3. Antelope View Charter School - Raymond Houston
  - last year had first ever yearbook; it was a success so they will have it again, but this year it will be a class
  - Senior projects have already started
  - planning their own modified version of Sports-o-Rama
  - August 26<sup>th</sup> is the Family BBQ, followed by Back to School Night
  - 159 students are currently enrolled
4. Global Youth Charter School - Oscar Gonzalez
  - 3 new staff members: Mrs. Hoover, new Principal; Mr. Quinonez, new math teacher; & Mr. Collins, PE teacher
  - students brought home a letter letting them know how to access their gradebook online
  - there will be a Senior Parent Meeting on Thursday, August 19
  - PTC meeting will be August 19<sup>th</sup> at 6-7 pm in Room 32
  - there will be a Sports meeting will be August 24, 6-7 pm
  - physicals will be offered on Wednesday, August 25 for \$25
  - school pictures will be taken on August 31
  - not too late for students to join CHS Concert Band
  - they have received a lot of positive feed back on the Monday Message
  - ASB starts this week

### **ORGANIZATION REPORTS**

1. CUTA - Heather Woods, President, announced that they had a great start to the year. They are concerned with the class sizes, but are thankful for the return of more teachers. There are still some concerns and don't know if balancing out is the answer. Thanked George and Scott for working with her and including her in the process. President Williams thanked her for continued work with the district.

## **ORGANIZATION REPORTS (continued)**

**2. CSEA -** Marie Huggins, President, welcomed everyone back. She also welcomed the continued work with the district on the union issues, and is looking at keeping communications open. The Union will be beginning negotiations with the district next week. She encouraged the Board to visit the chapter meetings; she will send out a schedule. President Williams thanked Mrs. Huggins for her work with the Board last year.

## **REPORTS/PRESENTATIONS**

**1. Williams Uniform Complaint Quarterly Reporting -** George Tigner, Chief Administrative Officer, reported that there was only one facilities complaint that was reported and was resolved quickly.

## **COMMENTS FROM THE AUDIENCE REGARDING ITEMS NOT ON THE AGENDA**

Vivian Nguyen, Lindsey Shepherd & Alex Moreno, Seniors at CHS, spoke to the Board about their support for the bracelets that high school administration is not allowing at school. Mr. Jordan noted that it has been addressed at the last staff meeting because of distractions the bracelets are causing at school. Mr. Loehr asked that the issue be left at the site level. Mrs. Williams asked that Mr. Jordan work with the students in favor of supporting breast cancer awareness to find another way to support the cause.

Shelly Hoover, Principal at Global Youth Charter School, invited the Board and community members to their site's Advisory Council Team meeting. The first meeting will be held Thursday, September 9 at 6:00 pm.

Joyce Frisch, Principal at Riles Middle School, introduced the new Vice Principal at Riles Middle School, David French. Mr. French thanked the Board, Shelly and Joyce who have supported him. He is looking forward to the new challenge.

Michael Ogle, parent, thanked the Board for the opportunity to speak today. He noted that Community Service should not be a mandated requirement for graduation. He noted that the school is extending it's reach beyond the school on their time and it should be on school time, during school hours. Trustee Wilson gave a brief overview of why it is given as a requirement. Trustee Friedman and Trustee Blenner also expressed support of Community Service. Oscar Gonzalez, Student Representative from Global Youth Charter School, noted that their site requires Community Service for graduation, and thinks that it is great. Anthony Mendoza, Student Representative from CHS, noted that the student needs some experiences, rather than just learning about it in a classroom; they have to get that experience. Susan Wilson asked Mr. Ogle how Community Service should be any different from math homework. Mr. Ogle noted that Community service should come from the family, not the school. Raymond Houston, Student Representative from Antelope View Charter School, noted that it helpful to the student; the opportunities allow them to see if these are things they want to do later in life. A student in attendance at the meeting noted that it is good for the students, and can help them with jobs.

Mike Jordan, CHS Principal, spoke on behalf of Mr. Hughey, who noted that they had a good Summer School. There were 600 kids that attended between 2 sessions.

Mr. Jordan received a grant this year for 11<sup>th</sup> and 12<sup>th</sup> graders. An actual DUI court case will be held on campus. Students will be able to ask questions. It will be held on September 24 at 9:00 a.m. Oscar Gonzales asked if Global and Antelope View are invited to attend. Mr. Jordan noted that there is limited space.

## **BOARD/SUPERINTENDENT REPORTS**

### **Mr. Blenner**

- welcomed every one back.
- welcomed back the Board Representatives.
- congratulated Mrs. Hoover and Mr. French on their promotions.
- noted that his thoughts and prayers are with Becky and their 8 children. Dr. Jolly was a wonderful human being who cared deeply about children and a very committed educator. He never knew anyone who had such a great passion for the students and the school district.
- noted that his site's Back to School Night will be September 15, and will miss the next meeting.
- congratulated the Softball team.

### **Mrs. Anderson**

- welcomed everyone back.
- noted that she is proud of the students who spoke tonight.
- noted that Dr. Jolly was a fantastic educator, and loved his children and wife very much.
- thanked school staff for going above the call of duty for supporting the Jolly Family.
- noted that there is an election coming up; wished good luck to all of those in the election.

### **Mr. Friedman**

- noted that tonight is a good indication as to where we are headed this year. He thanked the students and Board Representative who spoke tonight; we are off to a wonderful start.
- announced that the Center Endowment is sponsoring a golf tournament on Friday, October 8. Brochures and flyers are going out through the district.
- noted that Mr. Bisho is in the process of putting together a video on the Endowment.
- noted that Dr. Jolly once asked the Board "What is the legacy that you want to leave?" Mr. Friedman noted that we could apply that to everyday life. Dr. Jolly made that evident every day in his work and in his family.

### **Mr. Wilson**

- welcomed everyone back.
- noted that we are all thinking about Dr. Jolly.
- noted that he had an enjoyable summer. He shared a story about a recent fishing trip with his son.
- announced that within the last 24 hours something came up in legislation that is now dead, but could come up next year and affects construction. It would require us to hire a consultant to go through everything we do before we can go out and get bids on projects. It could add thousands of dollars to the next school we build. He recommended that we consider sending an opposition letter.

Mr. Loehr noted that he would be happy to put together a letter from the district concerning this item. The Board directed Mr. Loehr to work on that letter and work with CPM. The Board would like to review this item before it is sent.

### **Mr. Loehr**

- welcomed everyone back; it has been a great start to the school year.
- noted that it is a pleasure working with Mrs. Woods, and that he also appreciates the open communication with Marie Huggins.
- Back to School Nights so far have gone very well.
- noted that he is looking forward to the Teacher of the Year Dinner on Wednesday, September 1.
- noted that he is looking forward to a wonderful year.

**BOARD/SUPERINTENDENT REPORTS (continued)**

**Mrs. Williams**

- Mr. Loehr, Mr. Wilson and herself attended a breakfast with Mr. Gaines this morning. Legislation is working with no results. She was told that if we have any money we should hide it, and be prepared for the long haul.
- welcomed everyone back.
- heard that the Back to School Nights have been successful.

**CONSENT AGENDA**

1. Approved Adoption of Minutes from June 16, 2010 Regular Meeting
2. Approved Certificated Personnel Transactions
3. Approved Classified Personnel Transactions
4. Approved Adult Ed. Salary Schedule
5. Approved Center JUSD Employees Certified for Expulsion Hearings
6. Approved 2010/2011 Master Contracts
  - Aldar Academy
  - Applied Behavior Consultants
  - Augmentative Alternative Communication & Assistive Technology Support Services  
aka AACATSS
  - BECA
  - Bright Futures Therapy
  - Bright Start Therapies
  - Burger Physical Therapy aka Burger Pediatric Therapy
  - CCHAT
  - Clarinda Academy
  - Crossroads at Lane Education
  - Easter Seal Society of CA, Inc.
  - Guiding Hands
  - Hear Say Speech/Language
  - JabberGym
  - Med Trans Medical/Legal Ambulatory Transportation & Interpreting Services
  - Mingus Mountain Academy
  - Northern CA Preparatory School
  - Occupational Therapy
  - Odyssey Learning Center
  - Placer Learning Center Elementary
  - Point Quest Education
  - Rancho Learning Center JRHS
  - Red Rock Canyon School
  - Sierra School, Eastern-Lower
  - Sierra School, Eastern-Upper
  - Sierra Pediatric Therapy
  - Universal Health Services
7. Ratified 2010/2011 Individual Service Agreements
  - 2010/11-91-92 Aldar Academy
  - 2010/11-1 Applied Behavior Consultants
  - 2010/11-90 Barr
  - 2010/11-88 BECA
  - 2010/11-2-54, 98, 66, 99 Bright Futures Therapy
  - 2010/11-55 Bright Start Therapies
  - 2010/11-100 Burger Physical Therapy

**CONSENT AGENDA (continued)**

- 2010/11-77 CCHAT
  - 2010/11-82, 89 Clarinda Academy
  - 2010/11-56-59 Easter Seal Society of CA, Inc.
  - 2010/11-60, 81, 96 Guiding Hands
  - 2010/11-61 Hear Say Speech/Language
  - 2010/11-84 JabberGym
  - 2010/11-62-64, 83, 85 Med Trans
  - 2010/11-93 Mingus Mountain Academy
  - 2010/11-94, 95 Northern CA Preparatory School
  - 2010/11-67 Occupational Therapy
  - 2010/11-65, 87 Odyssey Learning Center
  - 2010/11-68, 72 Placer Learning Center Elementary
  - 2010/11-97 Point Quest Education
  - 2010/11-69-71, 78, 80, 86 Rancho Learning Center JRHS
  - 2010/11-73 Red Rock Canyon School
  - 2010/11-79 Sierra School, Eastern-Lower
  - 2010/11-74 Sierra Pediatric Therapy
  - 2010/11-75-76 Universal Health Services
8. Approved Professional Service Agreement: Monica Barr
  9. Approved Professional Service Agreement: Eaton Interpreting Services, Inc.
  10. Approved Professional Service Agreement: Cheryl Bates
  11. Approved Professional Service Agreement: Peggy Moten-Nair
  12. Ratified Professional Service Agreement: Point Quest Education
  13. Approved Professional Service Agreement: Keith Hawkins
  14. Approved 2010/2011 Consulting Agreement with enVision Consulting Group, Inc. for School Accountability Report Card services
  15. Approved Appreciation Letters for Stuff the Bus Campaign
  16. Ratified MOU Between SCOE and CJUSD For Use of Classroom and Other Instructional Space for SCOE Special Education Programs at Spinelli Elementary and Riles Middle School
  17. Approved Global Youth Charter School CIF Representatives 2010-2011
  18. Approved Resolution #1/2010-11: Agreement Between Child Development Centers and Center Joint Unified School District
  19. Approved Renewal of Contract for Caldwell Flores Winters, Inc.
  20. Ratified Rio Linda Fence Company Contract for CHS Baseball Field Upgrade Project
  21. Approved Disposal of Surplus Vehicles
  22. Approved Donation of 73 computers from the State Department of Justice
  23. Approved Donation of 1996 Cadillac DeVille Sedan 4D for CHS Automotive Dept.
  24. Approved Payroll Orders: July 2009 - June 2010
  25. Approved Payroll Orders: July 2010
  26. Approved Supplemental Agenda (Vendor Warrants - June 2010)
  27. Approved Supplemental Agenda (Vendor Warrants - July 2010)

**Motion:** Wilson                      **Vote:** General Consent  
**Second:** Blenner

**CONSENT AGENDA ITEMS PULLED FOR SEPARATE CONSIDERATION**

26. Approved Supplemental Agenda (Vendor Warrants - June 2010)

**Motion:** Friedman                      **Ayes:** Anderson, Blenner, Friedman, Williams,  
**Second:** Blenner                      **Abstentions:** Wilson



**BUSINESS ITEMS**

**A.     **TABLED - CSBA Nomination for Directors-at-Large****

**Motion:**     Wilson  
**Second:**    Blenner

**B.     **APPROVED - Certification of Provision of Standards-Aligned Instructional Materials****

**Motion:**     Friedman                   **Ayes:** Anderson, Blenner, Friedman, Williams,  
**Second:**    Blenner                         Wilson

**ADVANCE PLANNING**

- a.     *Future Meeting Dates:*
  - i.     *Wednesday, September 15, 2010 @ 6:00 p.m. - North Country Elementary School - MultiPurpose Room*
- b.     *Suggested Agenda Items:*

**ADJOURNMENT – 7:26 p.m.**

**Motion:**     Wilson                   **Vote:** General Consent  
**Second:**    Blenner

Respectfully submitted,

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Scott A. Loehr, Superintendent  
Secretary to the Board of Trustees

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Gary N. Blenner, Clerk  
Board of Trustees

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Adoption Date

# ***Center Joint Unified School District***

**AGENDA REQUEST FOR:**

**Dept./Site:** Personnel Department

**Action Item** **X**

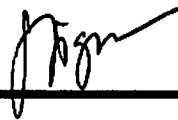
**Date:** September 15, 2010

**Information Item**

**To:** Board of Trustees

**# Attached Pages** 1

**From:** George Tigner, Chief Administrative Officer



**Subject: Certificated Personnel Transactions**

**New Hire**

Dee Cutter, Center High School

**Rescission of Layoff**

Lauren Goody, Curriculum and Instruction

**Recommendation:** Approve Certificated Personnel Transactions as Submitted

**CONSENT AGENDA**

**New Hire**

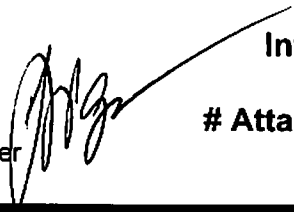
Dee Cutter has been hired as a Temporary Counselor, Center High School, effective August 17, 2010.

**Rescission of Layoff**

Lauren Goody's layoff was rescinded and she returned as an English Learner Teacher, Curriculum and Instruction, effective August 10, 2010.

AGENDA ITEM # XV-3

## Center Joint Unified School District

		<b>AGENDA REQUEST FOR:</b>	
<b>Dept./Site:</b>	<b>Personnel Department</b>		
<b>Date:</b>	<b>September 15, 2010</b>	<b>Action Item</b>	<u>X</u>
<b>To:</b>	<b>Board of Trustees</b>	<b>Information Item</b>	<u>      </u>
<b>From:</b>	<b>George Tigner,</b> Chief Administrative Officer	<b># Attached Pages</b>	<u>1</u>
			
<b>SUBJECT: CLASSIFIED PERSONNEL TRANSACTIONS</b>			
 <b>RESIGNATION: Melissa Walker, Campus Monitor</b>			
 <b>NEW HIRE: Theresa Snow, Instructional Specialist/PH</b> <b>Michael Smirnov, Instructional Specialist/PH</b>			
 <b>RECOMMENDATION: Approve Classified Personnel Transactions as Submitted</b>			

**CONSENT AGENDA**

AGENDA ITEM # XV-3

Melissa Walker has resigned from her position as Campus Monitor, Wilson C. Riles Middle School effective September 12, 2010.

Theresa Snow has been hired as an Instructional Specialist/PH/Autism at Spinelli Elementary School effective September 8, 2010.

Michael Smirnov has been hired as an Instructional Specialist/PH/Autism at Spinelli Elementary School effective September 7, 2010.

*Center Joint Unified School District*

**AGENDA REQUEST FOR:**

Dept./Site: Special Education

Date: August 18, 2010

Action Item   X  

To: Board of Trustees

Information Item

From: Scott Loehr, Superintendent

# Attached Pages

Initials: S.L.

**SUBJECT:** 2009/2010 Master Contracts

Please ratify the following Master Contracts for special education students to receive services at nonpublic schools/agencies during the 2009/10 fiscal year.

BECA  
Mingus Mountain Academy

**RECOMMENDATION:** CJUSD Board of Trustees to ratify Master Contracts for the 2009/2010 school year.

**CONSENT AGENDA**

*CENTER JOINT UNIFIED  
SCHOOL DISTRICT*

*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

*2009–2010*

District CENTER JT. UNIFIED SCHOOL DISTRICT

**MASTER CONTRACT**  
GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPULIC SCHOOL AND AGENCY SERVICES

Contract Year 2009/2010

           Nonpublic School  
  X   Nonpublic Agency

**Type of Contract:**

  X   Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

           Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

           Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA. Expiration Date:                     

***When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.***



**DISTRICT MASTER CONTRACT  
GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL/AGENCY SERVICES  
2009-2010**

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**DISTRICT MASTER CONTRACT  
GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL/AGENCY SERVICES  
2009-2010**

**2009-2010**

**CONTRACT NUMBER:** \_\_\_\_\_

**LEA:** Center Joint Unified School District

**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:**  
BECA

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
MASTER CONTRACT**

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract is entered into this **8th** day of **June, 2010**, between the **Center Joint Unified School District** (hereinafter referred to as "LEA" or "District") and **BECA** (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a LEA student, CONTRACTOR shall submit to LEA an Individual Services Agreement (hereinafter referred to as "ISA") and a Nonpublic Services Student Enrollment form as specified in the LEA Procedures. Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of an LEA student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent.

**2. CERTIFICATION**

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 *et seq.* and within the professional scope of practice of each providers license, certification and/or credential. A current copy of CONTRACTOR's nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to

**DISTRICT MASTER CONTRACT  
GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL/AGENCY SERVICES  
2009-2010**

LEA on or before the date this contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification. Total LEA student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

**3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

During the term of this contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to, the provision of special education and/or related services, facilities for individuals with exceptional needs, LEA student enrollment and transfer, LEA student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

**4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2009 to June 30, 2010 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2010. In the event the contract is not renegotiated by June 30<sup>th</sup>, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

**5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

This Master Contract includes the LEA Procedures and each Individual Services Agreement and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, the LEA may modify the LEA procedures from time to time without the consent of CONTRACTOR.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the

**DISTRICT MASTER CONTRACT  
GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL/AGENCY SERVICES  
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application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR.(California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the discretion of the LEA.

**6. INDIVIDUAL SERVICES AGREEMENT**

This contract shall include an ISA developed for each LEA student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students.

Any and all changes to a LEA student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the LEA student's IEP. At any time during the term of this Master Contract, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

**7. DEFINITIONS**

The following definitions shall apply for purposes of this contract:

- a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, employees.

**DISTRICT MASTER CONTRACT  
GENERAL AGREEMENT FOR NONSECTARIAN,  
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2009-2010**

- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood, a representative of the Special Education Plan Local Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the contract, unless otherwise specified in the contract
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(j).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 3064 and 3065, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code. Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours lead to licensure or a student teacher or inter leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations.
- e. The term “license” means a valid nonexpired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).
- f. Parent means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child’s behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).
- g. The term “days” means calendar days unless otherwise specified.
- h. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable LEA programs.

**DISTRICT MASTER CONTRACT  
GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL/AGENCY SERVICES  
2009-2010**

- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

**ADMINISTRATION OF CONTRACT**

**8. NOTICES**

All notices provided for by this contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

**9. MAINTENANCE OF RECORDS**

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the LEA student's record. Such log need record access to the LEA student's records by: (a) the LEA student's parent; (b) an individual to whom written consent has been executed by the LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this

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paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward LEA student records within five (5) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, and reports.

**10. SEVERABILITY CLAUSE**

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

**11. SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR's successors and assignees.

**12. VENUE AND GOVERNING LAW**

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

**13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES**

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The LEA shall provide the CONTRACTOR thirty (30) days notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

**14. TERMINATION**

This Master Contract or Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice California Education Code section 56366(a)(4). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

**15. INSURANCE**

Contractor shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with Contractor's fulfillment of any of its obligations under this Agreement or either party's use of the Work or any component or part thereof:



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- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

\$1,000,000 per occurrence  
\$ 100,000 fire damage  
\$ 5,000 medical expenses  
\$1,000,000 personal & adv. Injury  
\$2,000,000 general aggregate  
\$2,000,000 products/completed operations aggregate

- B. **Business Auto Liability Insurance** for all owned scheduled, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service location by the LEA, CONTRACTOR must comply with State of California auto insurance requirements

- C. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits

Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability)** coverage, **including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy**, with the following limits:

\$1,000,000 per occurrence  
\$1,000,000 general aggregate

- E. Contractor, upon execution of this contract and periodically thereafter upon request, shall furnish the District with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the District and the Board of Education as additional insured's premiums on all insurance policies shall be paid by Contractor and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation
- G. For any claims related to the services, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

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- H. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

If LEA or CONTRACTOR determines that changes in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

**16. INDEMNIFICATION AND HOLD HARMLESS**

CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities).

LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the state of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers LEA's indemnification obligations under this Master Contract.

**17. INDEPENDENT CONTRACTOR**

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is held to be a partner, joint venturer, co-principle, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding. If CONTRACTOR is held to be a joint venturer, employer, or co-principle of LEA, then the LEA shall indemnify and hold the harmless CONTRACTOR.

**18. SUBCONTRACTING**

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when

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CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet the requirements as contained in section 45 Clearance Requirements and section 46 Staff Qualifications of this Master Contract.

**19. CONFLICTS OF INTEREST**

CONTRACTOR shall provide to LEA a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e. before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the District may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the District may, in its discretion, not fund services through the evaluator whose IEE the District agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a Nonpublic Agency, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who was an employee of LEA within the three hundred and sixty five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated

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instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

**20. NON-DISCRIMINATION**

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, or disability in employment or operation of its programs.

**EDUCATIONAL PROGRAM**

**21. FREE AND APPROPRIATE PUBLIC EDUCATION**

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the LEA student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in the LEA student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Master Contract). CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for the LEA student to receive a free appropriate public education after: (a) written notification to the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility as specified in the LEA Procedures.

Voluntary services and/or activities not necessary for the LEA student to receive a free appropriate public education shall not interfere with the LEA student's receipt of special education and/or related services as specified in the LEA student's IEP and ISA unless the LEA and CONTRACTOR agree otherwise in writing.

**22. GENERAL PROGRAM OF INSTRUCTION**

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education (SBE) - adopted standards-based, core curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards - aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the

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nonpublic school: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of the LEA's graduation requirements, including, but not limited to, passing the California High School Exit Exam (CAHSEE) per state guidelines.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall be consistent with LEA and CDE guidelines and certification, and provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. All services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult care giver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must have a trained Behavior Intervention Case Manager (BICM) or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services.

**23. INSTRUCTIONAL MINUTES**

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level, attending LEA schools and shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

For LEA students in grades pre-kindergarten through 12, unless otherwise specified in the LEA student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch, and passing time, shall be at least:

310 instructional minutes for LEA students in grades pre-kindergarten through five inclusive.

314 instructional minutes for LEA students in grades six through twelve inclusive.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade level unless otherwise specified in the LEA student's IEP.

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When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

**24. CLASS SIZE**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students. Upon written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 *et seq.*

**25. CALENDARS**

The CONTRACTOR shall submit to LEA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable day's equivalent to the number of days determined by LEA's extended school year calendar. Billable days shall include only those days that are included in the submitted and approved school calendar, and/or required by the IEP for each student. Unless otherwise specified by the students' IEP, educational services shall occur at the school site. Extended School Year (ESY) shall be 20 instructional. Any days of ESY beyond 20 days shall be mutually agreed to in writing prior to the start of ESY.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, may include Martin Luther King, Jr. Day, Cesar Chavez Day, President's Day, Memorial Day and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's IEP and ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless otherwise specified in the LEA student's IEP and ISA. It is understood that services may not be provided on weekends, holidays and other times when school is not in session.

**26. DATA REPORTING**

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CONTRACTOR shall agree to provide all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide all data related to any and sections of this contract and requested by and in the format required by the LEA. It is understood that all nonpublic school and agencies shall utilize the Special Education Information System (SEIS) or comparable system approved by the LEA and SELPA for all IEP development and progress reporting. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

The LEA shall provide the CONTRACTORS with approved forms and/or format for such data including but not limited to invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTORS provided forms at their discretion.

**27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or Dual Enrollment options for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommendations activities to support the transition.

**28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION**

Where CONTRACTOR is a NPS, CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools and each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR's qualified staff, CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA. Contractor shall report the test results to the CDE as required by Education Code section 56366(a)(8)(A).

Where CONTRACTOR is a NPS, CONTRACTOR shall administer all statewide achievement tests and the California High School Exit Examination as mandated by LEA pursuant to LEA, state and federal guidelines.

**29. DISTRICT MANDATED ATTENDANCE AT MEETINGS**

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

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**30. POSITIVE BEHAVIOR INTERVENTIONS**

CONTRACTOR shall comply with the requirements of Title 5 of the California Code of Regulations sections 3001(c)-(f) and 3052(l)(1-8) regarding positive behavior interventions including, but not limited to: the completion of functional analysis assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; and emergency interventions. It is understood that the LEA may require additional requirements for staff qualifications beyond what is required in Title 5 Regulation, 3064 and 3065. Such requirements will be provided in writing to the behavior intervention agency prior to contracting. Failure to maintain adherence to staff qualification requirements may result in contract termination. Behavior intervention agencies shall provide the LEA with all training protocols behavior intervention staff employed by the NPA who do not possess a license, credential or recognized certification as part of their Master Contract application. Behavior intervention NPAs will provide certification that all behavior aides who do not possess a license, credential or recognized certification have completed required training protocols within ten days of the start of providing behavior intervention services to a LEA student.

CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a "behavior intervention case manager" as that term is defined in Title 5 of the California Code of Regulations section 3001(e). CONTRACTOR shall maintain a written policy in compliance with Title 5 of the California Code of Regulations section 3052(i) and (k) regarding emergency interventions and Behavioral Emergency Reports. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within 6 days of any new hire. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies.

CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student's face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a short term emergency intervention by CONTRACTOR's trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of individual; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to California Code of Regulations 3052(l) (1-8).

**31. STUDENT DISCIPLINE**

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student's behavior plan, if



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any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10<sup>th</sup>) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

**32. IEP TEAM MEETINGS**

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code Sections 56366 (a) (2) (B) (i) and (ii)). If an LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures.

It is understood that the CONTRACTOR shall utilize the Special Education Information System (SEIS) for all IEP planning and progress reporting. The SELPA shall provide training for any NPS and NPA to assure access to SEIS. The NPS and/or NPS shall maintain confidentiality of all IEP data on SEIS and shall protect the password requirements of the system. When a student disenrolls from the NPS, the NPS/NPA shall discontinue use of SEIS for that student.

Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH.

**33. SURROGATE PARENTS**

CONTRACTOR shall comply with LEA surrogate parent assignments.

**34. DUE PROCESS PROCEEDINGS**

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. CONTRACTOR shall also fully participate in the investigation and provision

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of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency.

**35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPPA). CONTRACTOR shall include verification of these procedures to the LEA.

**36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP310-318-3064 goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business shall be submitted to the LEA within 10 days of request. The CONTRACTOR shall provide access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support plans. The LEA may request such data at any time within five years of the date of service. The CONTRACTOR shall provide this data supportin310-318-3064g progress within 5 business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other assessment of the LEA student one month prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. Supporting documentation such as test protocols and data collection shall be made available to LEA upon request.

The CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All other assessments shall be provided by the LEA unless the LEA specifies in writing a request for CONTRACTOR assessments including the approved timelines, conditions and costs. Such assessment costs may be added to the ISA and/or approved separately by the LEA at their sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For Nonpublic Agency services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms,

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charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

**37. TRANSCRIPTS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine through twelve inclusive, and submit them on LEA approved forms to the LEA student's school of residence, for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of LEA students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

**38. LEA STUDENT CHANGE OF RESIDENCE**

Within five (5) school days after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify LEA of the LEA student's change of residence as specified in LEA Procedures. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the LEA student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after the LEA student's change of residence.

**39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report, by telephone, to the Nonpublic Services Department when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call on LEA approved forms and submit within five (5) business days as specified in the Nonpublic Services Department Procedural Handbook. CONTRACTOR shall assist LEA to verify and clear potential dropouts three times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress (AYP).

**40. PARENT ACCESS**

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and LEA student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTORS operating programs with residential components shall cooperate with a parent's reasonable request for LEA student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

*CONTRACTORS providing services in the student's home as specified in the IEP shall assure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency*

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*situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situation. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.*

For services provided in a pupil's home as specified in the IEP, must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

**41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT**

If CONTRACTOR provides services on LEA public school campuses, CONTRACTOR shall comply with Penal Code Section 627.1 *et. seq.*, and LEA procedures regarding visitors to school campuses specified by LEA policy and in the LEA Procedures, and the procedures of the campus being visited. CONTRACTOR shall be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on LEA public school campuses.

For services provided on a public school campus, sign in/out procedures shall be followed along with all procedures for being on campus consistent with school and district policy. It is understood that the public school credentialed classroom teacher is responsible for the educational program.

It is understood, that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the contract.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

**42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS**

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9, Health and Safety Code section 1501.1(b), AB 1858, AB490 (Chapter 862, Statutes of 2003) and the procedures set forth in the LEA Procedures. A LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment and 2) the educational placement and services specified in each student's IEP at the time of enrollment.

Unless placement is made pursuant to a Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent or another adult with educational decision- making rights.

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**43. STATE MEAL MANDATE**

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

**44. MONITORING**

CONTRACTOR shall allow access by LEA to its facilities for periodic monitoring of each LEA student's instructional program and shall be invited to participate in the review of each student's progress. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office.

If CONTRACTOR is also a LCI, LEA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in the CDE On-site and Self Review and if applicable, District Validation Review. This review will address programmatic aspects of the Nonpublic School/Agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Assessment Checklist submitted as specified by the LEA.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

**PERSONNEL**

**45. CLEARANCE REQUIREMENTS**

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA students shall not come in contact with LEA students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA students, or

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contractors who may come into contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

**46. STAFF QUALIFICATIONS**

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or provide related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff who hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including, but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or higher) degree; or met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

**47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall notify LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students as specified in the LEA Procedures. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall provide

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to LEA updated information regarding the status of licenses, credentials, permits and/or other documents *within than 30 days of known changes.*

**48. STAFF ABSENCE**

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage on LEA substitute teacher log. Substitute teachers shall remain with their assigned class during all instructional time. LEA shall not be responsible for payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

**49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME**

*It is understood, that all employees, subcontractors, and volunteers of any certified nonpublic school or agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this contract.*

*For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.*

*For services provided in a pupil's home as specified in the IEP, must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.*

**HEALTH AND SAFETY MANDATES**

**50. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.*, 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis.

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CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, 29 code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

**51. FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances.

**52. ADMINISTRATION OF MEDICATION**

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

**53. INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall submit within 24 hours by fax and mail, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

**54. CHILD ABUSE REPORTING**

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq.. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and



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professional ethical mandates. A written acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

**55. SEXUAL HARASSMENT**

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

**56. REPORTING OF MISSING CHILDREN**

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

**FINANCIAL**

**57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall assure that the school or agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP for each and every child.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and in compliance with the LEA Procedures and will be governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on a LEA form with signatures in the manner prescribed by LEA in the LEA Procedures. *At a minimum, each invoice must contain the following information: month of service; specific*

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*days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initial of each student for when the service was provided.*

*In the event services were not provided, rationale for why the services were not provided shall be included.*

*Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.*

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31<sup>st</sup> after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year unless approved by the LEA to resolve billing issues including rebilling issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than 12 months from the close of the fiscal year. If the billing or rebilling error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. SELPA will not pay mileage for NPA employee.

**58. RIGHT TO WITHHOLD PAYMENT**

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (c) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (d) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (e) LEA has not received prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (f) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (g) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student. It is understood that no payments shall be made for any invoices that is not received by six months following the close of the prior fiscal year, for services provided in that year.

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The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a): the value of the service CONTRACTOR failed to perform; (b): the amount of overpayment; (c): the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR (d): the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e): the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured; or (f): the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2).

**59. PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students.

**60. PAYMENT FOR ABSENCES**

**NONPUBLIC SCHOOL STAFF ABSENCE**

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all

**DISTRICT MASTER CONTRACT  
GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL/AGENCY SERVICES  
2009-2010**

instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student's IEP.

**NONPUBLIC SCHOOL STUDENT ABSENCE**

If CONTRACTOR is a nonpublic school, no later than the tenth (10) cumulative day of a LEA students unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of DIS or related services for days on which a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

**NONPUBLIC AGENCY STAFF ABSENCE**

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

**NONPUBLIC AGENCY STUDENT ABSENCE**

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of an LEA student no later than the fifth consecutive service day of the student's absence, as specified in the LEA Procedures. LEA shall not be responsible for the payment of services when a student is absent.

**61. INSPECTION AND AUDIT**

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; medi-cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus

**DISTRICT MASTER CONTRACT  
GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL/AGENCY SERVICES  
2009-2010**

aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers, dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

**62. RATE SCHEDULE**

The attached rate schedule (Exhibit A) limits the number of LEA students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students who's IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the percentage of a 310-minute instructional day.

Special education and/or related services offered by CONTRACTOR, shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

**63. DEBARMENT CERTIFICATION**

By signing this agreement, the Contractor certifies that:

- (a) The Contractor and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal

**DISTRICT MASTER CONTRACT  
GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL/AGENCY SERVICES  
2009-2010**

Notices to LEA shall be addressed to:

**Paula Robinson, Executive Assistant**

---

Name and Title

Center Joint Unified School District, Special Services

---

LEA

8408 Watt Avenue

---

Address

Antelope

CA

95843

---

City

State

Zip

916-338-6320

916-338-6322

---

Phone

Fax

[probinson@centerusd.k12.ca.us](mailto:probinson@centerusd.k12.ca.us)

---

Email

**Additional LEA Notification  
(Required if completed)**

---

Name and Title

---

Address

---

City

State

Zip

---

Phone

Fax

---

Email

# DISTRICT MASTER CONTRACT GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL/AGENCY SERVICES 2009-2010

## EXHIBIT A: RATES

CONTRACTOR BECA CONTRACTOR NUMBER 2009-2010  
(NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed \_\_\_\_\_ If blank, the number shall be as determined by CDE Certification.

**Rate Schedule.** This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed \_\_\_\_\_

Total LEA enrollment may not exceed \_\_\_\_\_

### A. Basic Education Program/Special Education Instruction

Basic Education Program/Dual Enrollment

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

### B. Related Services

	Rate	Period
(1) a. Transportation – Round Trip	_____	_____
b. Transportation – One Way	_____	_____
c. Transportation-Dual Enrollment	_____	_____
d. Public Transportation	_____	_____
e. Parent*	_____	_____
(2) a. One on One Aide/Consultation	51.00	June 30, 2010
b. Educational Counseling – Group of	_____	_____
c. Counseling – Parent	_____	_____
(3) a. Adapted Physical Education – Individual	_____	_____
b. Adapted Physical Education – Group of _____	_____	_____
c. Adapted Physical Education – Group of _____	_____	_____
(4) a. Language and Speech Therapy – Individual	_____	_____
b. Language and Speech Therapy – Group of 2	_____	_____
c. Language and Speech Therapy – Group of 3	_____	_____
d. Language and Speech Therapy – Per diem	_____	_____
e. Language and Speech - Consultation Rate	_____	_____
(5) a. Additional Instructional Assistant - Individual (must be authorized on IEP)	_____	_____
b. Additional Instructional Assistant – Group of 2	_____	_____
c. Additional Instructional Assistant – Group of 3	_____	_____
(6) Intensive Special Education Instruction**	_____	_____
(7) a. Occupational Therapy – Individual	_____	_____
b. Occupational Therapy – Group of 2	_____	_____
c. Occupational Therapy – Group of 3	_____	_____
d. Occupational Therapy – Group of 4 – 7	_____	_____
e. Occupational Therapy - Consultation Rate	_____	_____
(9) Physical Therapy	_____	_____
(10) a. Behavior Intervention – BII	_____	_____
b. Behavior Intervention – BID	_____	_____
Provided by: _____	_____	_____
(11) Intake/Review/Observation/Assessment/Analysis/Recommendations	_____	_____

\*Parent transportation reimbursement rates are to be determined by the LEA.

**DISTRICT MASTER CONTRACT  
GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL/AGENCY SERVICES  
2009-2010**

agency, and

(ORIGINAL DISTRICT PAGE TO BE MAILED)

- (c) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 8th day of June 2010 and terminates at 5:00 P.M. on June 30, 2010, unless sooner terminated as provide herein.

CONTRACTOR,  
BECA

School  
District

Center Joint Unified School District

Nonpublic School/Agency

By:

Signature

Date

By:

Date

Kristi Myers Associate  
Name and Title of Authorized Representative  
Director

Scott Loehr, Superintendent

5/11/10

Date

Notices to CONTRACTOR shall be addressed to:

Name  
BECA

Nonpublic School/Agency/Related Service Provider

2555 Third St., Suite 210

Address  
Sacramento, CA 95818

City State Zip  
916-444-2784 916-443-2477

Phone Fax  
kmyers@BECA-ABA.com

Email



**DISTRICT MASTER CONTRACT  
GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL/AGENCY SERVICES  
2010-2011**

**EXHIBIT A: RATES**

**CONTRACTOR: Mingus Mountain Academy  
(NONPUBLIC SCHOOL OR AGENCY)**

**CONTRACTOR NUMBER: 24  
2010-2011 Contract Year**

**Per CDE Certification, total enrollment may not exceed**

If blank, the number shall be as determine by CDE Certification.

**Rate Schedule.** This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed \_\_\_\_\_

Total LEA enrollment may not exceed \_\_\_\_\_

	<u>Rate</u>	<u>Period</u>
A. <u>Basic Education Program/Special Education Instruction</u> *Speech/OT not included	<u>125.00</u>	<u>6/30/11</u>
Basic Education Program/Dual Enrollment	_____	_____

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

**B. Related Services**

(1)	a. Transportation – Round Trip	_____	_____
	b. Transportation – One Way	_____	_____
	c. Transportation-Dual Enrollment	_____	_____
	d. Public Transportation	_____	_____
	e. Parent*	_____	_____
(2)	a. Educational Counseling – Individual	_____	_____
	b. Educational Counseling – Group of	_____	_____
	c. Counseling – Parent	_____	_____
(3)	a. Adapted Physical Education – Individual	_____	_____
	b. Adapted Physical Education – Group of _____	_____	_____
	c. Adapted Physical Education – Group of _____	_____	_____
(4)	a. Language and Speech Therapy – Individual	_____	_____
	b. Language and Speech Therapy – Group of 2	_____	_____
	c. Language and Speech Therapy – Group of 3	_____	_____
	d. Language and Speech Therapy – Per diem	_____	_____
	e. Language and Speech - Consultation Rate	_____	_____
(5)	a. Additional Instructional Assistant - Individual (must be authorized on IEP)	_____	_____
	b. Additional Instructional Assistant – Group of 2	_____	_____
	c. Additional Instructional Assistant – Group of 3	_____	_____
(6)	Intensive Special Education Instruction**	_____	_____
(7)	a. Occupational Therapy – Individual	_____	_____
	b. Occupational Therapy – Group of 2	_____	_____
	c. Occupational Therapy – Group of 3	_____	_____
	d. Occupational Therapy – Group of 4 - 7	_____	_____
	e. Occupational Therapy - Consultation Rate	_____	_____
(8)	f. Behavior Intervention	_____	_____
(9)	a. Behavior Intervention – BII	_____	_____
	b. Behavior Intervention – BID	_____	_____

**DISTRICT MASTER CONTRACT  
GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL/AGENCY SERVICES  
2010-2011**

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

**63. DEPARTMENT CERTIFICATION**

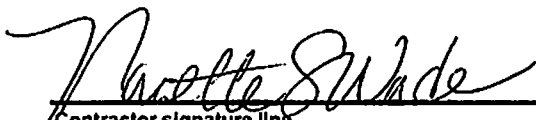
By signing this agreement, CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Has/have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1<sup>st</sup> day of July 2010 and terminates at 5:00 P.M. on June 30, 2011, unless sooner terminated as provide herein.

CONTRACTOR,  
**Mingus Mountain Academy**  
Nonpublic School/Agency

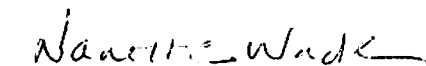
LEA,  
Center Joint Unified School District

  
Contractor signature line 7/31/2010

By: \_\_\_\_\_

Signature

Date

  
\_\_\_\_\_

Scott A. Lochr, Superintendent

Name and Title of Authorized  
Representative

Name and Title of Authorized  
Representative

## *Center Joint Unified School District*

**AGENDA REQUEST FOR:**

<b>Dept./Site:</b>	Special Education	
<b>Date:</b>	August 18, 2010	Action Item <u>  X  </u>
<b>To:</b>	Board of Trustees	Information Item
<b>From:</b>	Scott Loehr, Superintendent	# Attached Pages
	Initials: <i>S.L.</i>	

**SUBJECT:** 2009/2010 Individual Service Agreements

Please ratify the following Individual Service Agreements for special education students to receive services at nonpublic schools/agencies during the 2009/10 fiscal year.

2009/10-91	Red Rock Canyon School	\$1,500.00
2009/10-218	BECA	\$8,849.00
2009/10-219	Clarinda Academy	\$2,875.00
2009/10-220	Bright Start Therapies	\$855.00
2009/10-221	Rancho Learning Center JRHS	\$1,726.00
2009/10-222	Mingus Mountain Academy	\$250.00

**RECOMMENDATION:** CJUSD Board of Trustees to ratify Individual Service Agreements for the 2009/2010 school year.

**CONSENT AGENDA**

## *Center Joint Unified School District*

### AGENDA REQUEST FOR:

Dept./Site: Special Education

Date: September 15, 2010

Action Item   X  

To: Board of Trustees

Information Item

From: Scott Loehr, Superintendent  
Initials: S.L.

# Attached Pages

### SUBJECT: 2010/2011 Master Contracts

Please approve the following Master Contracts for special education students to receive services at nonpublic schools/agencies during the 2010/11 fiscal year.

Kinzie Murphy, Speech Pathologist/Oral Feeding Specialist  
Colorado Boys Ranch  
Medicab

**RECOMMENDATION:** CJUSD Board of Trustees to approve Master Contracts for the 2010/2011 school year.

**CONSENT AGENDA**

*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

**2010-2011**

# MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

District: Center Joint Unified School District

Contract Year: 2010/2011

☐ Non Public School

☒ Non Public Agency

**Type of Contract:**

☒ Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

☐ Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

☐ Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA. Expiration Date:

***When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.***

**DISTRICT MASTER CONTRACT  
GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL/AGENCY SERVICES  
2010-2011**

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**DISTRICT MASTER CONTRACT  
GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL/AGENCY SERVICES  
2010-2011**

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**DISTRICT MASTER CONTRACT  
GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL/AGENCY SERVICES  
2010-2011**

**2010-2011**

**Contract Number: 28**

**LEA: Center Joint Unified School District**

**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:** Kinzie Murphy  
Speech Path/Oral Feeding Spec.

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
MASTER CONTRACT**

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract is entered into this 16<sup>th</sup> day of September, 2010, between the Center Joint Unified School District (hereinafter referred to as "LEA" or "District") and BECA (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a LEA student, CONTRACTOR shall submit to LEA an Individual Services Agreement (hereinafter referred to as "ISA") and a Nonpublic Services Student Enrollment form as specified in the LEA Procedures. Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of an LEA student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent.

**2. CERTIFICATION**

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq. and within the professional scope of practice of each providers license, certification and/or credential. A current copy of CONTRACTOR's nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student

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enrollment shall be limited to capacity as stated on CDE certification. Total LEA student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

**3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless CONTRACTOR and the LEA specifically agree, in writing, that a policy or policies, or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to the provision of special education and/or related services, facilities for individuals with exceptional needs, LEA student enrollment and transfer, LEA student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract, and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

**4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2010 to June 30, 2011 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2011. In the event a Master Contract is not renegotiated by June 30<sup>th</sup>, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5 California Code of Regulations section 3062(d).) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

**5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

This Master Contract includes the LEA Procedures and each Individual Services Agreement which are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, the LEA may modify the LEA procedures from time to time without the consent of CONTRACTOR.

CONTRACTOR shall provide the LEA with all information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to the LEA, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to the LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by the LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments shall cease until such time as the new Master Contract

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is signed. (California Education Code section 56366(c)(1) and (2).) In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the discretion of the LEA.

**6. INDIVIDUAL SERVICES AGREEMENT**

This Master Contract shall include an ISA developed for each LEA student for whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled with the approval of the LEA pursuant to Education Code section 56366(a)(2)(A). An ISA can be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students.

Any and all changes to a LEA student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the LEA student's IEP. At any time during the term of this Master Contract, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a)(5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by the LEA or OAH. CONTRACTOR shall adhere to all the LEA requirements concerning changes in placement.

Disagreements between the LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2).

**7. DEFINITIONS**

The following definitions shall apply for purposes of this contract:

- a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, employees.
- b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood that a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the Master Contract, unless otherwise specified in the Master Contract.
- c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of

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Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(j).

- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services, and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 3064 and 3065, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code. Nothing in this definition shall be construed as restricting the activities of services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations.
- e. The term "license" means a valid nonexpired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).
- f. Parent means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).
- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

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**8. NOTICES**

All notices provided for by this Master Contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to the LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

**9. MAINTENANCE OF RECORDS**

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the LEA student's record. Such log need record access to the LEA student's records by: (a) the LEA student's parent; (b) an individual to whom written consent has been executed by the LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward all records within five (5) business days to LEA. These shall include, but not limited to, current transcripts, IEP/ISPs, and reports.

**10. SEVERABILITY CLAUSE**

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If any provision of this Master Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

**11. SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR's successors and assignees.

**12. VENUE AND GOVERNING LAW**

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in the County where the LEA is located.

**13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES**

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The LEA shall provide the CONTRACTOR thirty (30) days notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

**14. TERMINATION**

This Master Contract or an Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the Master Contract or ISA unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the Master Contract, either party shall give twenty (20) days prior written notice to the other party (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to the LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract. CONTRACTOR or the LEA may also terminate an individual ISA for cause. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

**15. INSURANCE**

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR'S fulfillment of any of its obligations under this Agreement or either party's use of the Work or any component or part thereof:

- A. Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

- \$1,000,000 per occurrence
- \$ 100,000 fire damage
- \$ 5,000 medical expenses
- \$1,000,000 personal & adv. injury
- \$2,000,000 general aggregate
- \$2,000,000 products/completed operations aggregate

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- B. Business Auto Liability Insurance** for all owned scheduled, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as an approved service location by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- C. Workers' Compensation and Employers Liability Insurance** in a form and amount covering CONTRACTOR'S full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits

Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

- D. Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:**

\$1,000,000 per occurrence

\$1,000,000 general aggregate

- E.** CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the District's Board of Education as additional insured's premiums on all insurance policies shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F.** Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, the LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G.** For any claims related to the services, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H.** All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

If the LEA or CONTRACTOR determines that changes in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

**16. INDEMNIFICATION AND HOLD HARMLESS**

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To the fullest extent allowed by law, CONTRACTOR shall defend, indemnify and hold harmless LEA and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by CONTRACTOR or its directors, officers, agents, employees, volunteers or guests arising from CONTRACTOR's duties and obligations described in this Agreement or imposed by law.

To the fullest extent allowed by law, LEA shall defend, indemnify and hold harmless CONTRACTOR and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by LEA or its directors, officers, agents, employees, volunteers or guests arising from LEA's duties and obligations described in this Agreement or imposed by law.

**17. INDEPENDENT CONTRACTOR**

Nothing herein contained shall be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is held to be a partner, joint venturer, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding. If CONTRACTOR is held to be a joint venturer, employer, or co-principal of the LEA, then the LEA shall indemnify and hold harmless the CONTRACTOR.

**18. SUBCONTRACTING**

CONTRACTOR shall not enter into any subcontracting relationship without first obtaining the written approval of the LEA. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, unless written approval for any change is first obtained by the LEA. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA and the LEA/District Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the LEA contract number, name of the school or agency submitting the certificate, indication if nonpublic school or nonpublic agency, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet the requirements as



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contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Master Contract.

**19. CONFLICTS OF INTEREST**

CONTRACTOR shall provide to the LEA a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with the LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education Code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and the LEA otherwise agree in writing, the LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e. before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the District may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the District agrees to fund. When no other appropriate assessor is available, the LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When the CONTRACTOR is a nonpublic agency, the CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by the LEA if provided by an individual who was an employee of the LEA within the three hundred and sixty five (365) days prior to executing this Master Contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by the LEA.

**20. NON-DISCRIMINATION**

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, or disability in employment or operation of its programs.

**EDUCATIONAL PROGRAM**

**21. FREE AND APPROPRIATE PUBLIC EDUCATION**

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the LEA student's IEP and as specified in the

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ISA. If CONTRACTOR is a nonpublic school, CONTRACTOR shall not accept a LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in the LEA student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Master Contract). CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for the LEA student to receive a free appropriate public education after: (a) written notification to the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility as specified in the LEA Procedures.

Voluntary services and/or activities not necessary for the LEA student to receive a free appropriate public education shall not interfere with the LEA student's receipt of special education and/or related services as specified in the LEA student's IEP and ISA unless the LEA and CONTRACTOR agree otherwise in writing.

**22. GENERAL PROGRAM OF INSTRUCTION**

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education (SBE) - adopted standards-based, core curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards - aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of the LEA's graduation requirements, including, but not limited to, passing the California High School Exit Exam (CAHSEE) per state guidelines.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall be consistent with LEA and CDE guidelines and certification,

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and provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. All services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult care giver is present. CONTRACTOR shall provide to the LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must have a trained Behavior Intervention Case Manager (BICM) or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services.

**23. INSTRUCTIONAL MINUTES**

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level, attending LEA schools and shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

For LEA students in grades pre-kindergarten through 12, unless otherwise specified in the LEA student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch, and passing time, shall be at least:

310 instructional minutes for LEA students in grades pre-kindergarten through five inclusive.

314 instructional minutes for LEA students in grades six through twelve inclusive.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade levels unless otherwise specified in the LEA student's IEP.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

**24. CLASS SIZE**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students unless CONTRACTOR and the LEA agree otherwise, in writing.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately

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credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

**25. CALENDARS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of 20 instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of 20 billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as the LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, may include Martin Luther King, Jr. Day, Cesar Chavez Day, President's Day, Memorial Day and Independence Day. With the approval of the LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any

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instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

**26. DATA REPORTING**

CONTRACTOR shall agree to provide to the LEA, all data related to students who are served by the CONTRACTOR. This shall include any and all data related to any section of this Master Contract. CONTRACTOR agrees to provide all the information in the format required by the LEA. It is understood that all nonpublic schools and nonpublic agencies shall utilize the Special Education Information System (SEIS) or comparable system approved by the LEA/SELPA for all IEP development and progress reporting. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access so that this information may be compiled.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including but not limited to invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR-provided forms at their discretion.

**27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

CONTRACTOR and the LEA shall both follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options (and/or dual enrollment options if available and appropriate) for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services and goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommendations and/or activities to support the transition.

**28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION**

Where CONTRACTOR is a nonpublic school, CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools and each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR's qualified staff; CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA. Contractor shall report the test results to the CDE as required by Education Code section 56366(a)(8)(A).

Where CONTRACTOR is a nonpublic school, CONTRACTOR shall administer all statewide achievement tests and the California High School Exit Examination as mandated by the LEA and pursuant to the LEA, state and federal guidelines.

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**29. SELPA MANDATED ATTENDANCE AT MEETINGS**

CONTRACTOR shall attend SELPA mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing. The LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings shall not constitute a billable service hour(s).

**30. POSITIVE BEHAVIOR INTERVENTIONS**

CONTRACTOR shall comply with the requirements of Title 5 of the California Code of Regulations sections 3001(c)-(f) and 3052(l)(1-8) regarding positive behavior interventions including, but not limited to: the completion of functional analysis assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; and emergency interventions. It is understood that the LEA may require additional requirements for staff qualifications beyond what is required in Title 5 Regulation, 3064 and 3065. Such requirements will be provided in writing to the behavior intervention agency prior to entering into any contract for services. Failure to maintain adherence to staff qualification requirements shall constitute sufficient cause for contract termination. Behavior intervention agencies shall provide the LEA with all training protocols for behavior intervention staff employed by a nonpublic agency who do not possess a license, credential or recognized certification as part of their Master Contract application. Behavior intervention nonpublic agencies shall provide certification that all behavior aides who do not possess a license, credential or recognized certification have completed required training protocols within ten days of the start of providing behavior intervention services to a LEA student. Failure to do so shall constitute sufficient cause for termination.

CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a "behavior intervention case manager" as that term is defined in Title 5 of the California Code of Regulations section 3001(e). CONTRACTOR shall maintain a written policy in compliance with Title 5 of the California Code of Regulations section 3052(i) and (k) regarding emergency interventions and Behavioral Emergency Reports. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within 6 days of any new hire. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies.

CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student's face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a short term emergency intervention by CONTRACTOR's trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of individual; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to California Code of Regulations 3052(l) (1-8).

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**31. STUDENT DISCIPLINE**

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10<sup>th</sup>) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

**32. IEP TEAM MEETINGS**

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school and/or by the nonpublic agency; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366(a)(2)(B)(i) and (ii).) If a LEA student is to be transferred from a nonpublic school setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Except as otherwise provided in the Master Contract, CONTRACTOR and the LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and the LEA. CONTRACTOR shall provide to the LEA any and all assessments (including testing protocols) and written assessment reports created by CONTRACTOR and any of its agents or subcontractors, upon request and/or pursuant to LEA policy and procedures.

It is understood that the CONTRACTOR shall utilize the Special Education Information System (SEIS) for all IEP planning and progress reporting. The SELPA shall provide training for any nonpublic school and nonpublic agency to assure access to SEIS. The nonpublic school and/or nonpublic agency shall maintain confidentiality of all IEP data on SEIS and shall protect the password requirements of the system. When a student disenrolls from the nonpublic school or stops receiving services from the nonpublic agency, such CONTRACTOR shall discontinue use of SEIS for that student.

Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of considering a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent

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agrees otherwise, or unless an interim alternative educational placement is deemed lawful and appropriate by the LEA or OAH.

**33. SURROGATE PARENTS**

CONTRACTOR shall comply with all LEA surrogate parent assignments.

**34. DUE PROCESS PROCEEDINGS**

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by the LEA. CONTRACTOR shall also fully participate in the investigation of any complaint filed with the State of California, the Office for Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include but in no way be limited to cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's ISP.

**35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination policies pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policies pursuant to California Education Code 231.5(a)(b)(c); (4) Student Grievance Procedure pursuant to Title IX 106.8 (a)(d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPPA). CONTRACTOR shall include verification of these procedures to the LEA.

**36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

Unless the LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA within 10 days of the LEA's request.

CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support plans. The LEA may request copies of such data at any time within five years of the date of service. CONTRACTOR agrees to maintain the information for at least five years and also shall provide this data supporting progress within 5 business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other assessment of the LEA student one month prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within 5 business days of request.



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CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and the development of present levels of performance. All assessments shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For nonpublic agency services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

**37. TRANSCRIPTS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine through twelve inclusive. CONTRACTOR shall submit all transcripts on LEA approved forms to the LEA student's school of residence, for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of LEA students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

**38. LEA STUDENT CHANGE OF RESIDENCE**

Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents. Within five (5) school days after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify the LEA, in writing, of the LEA student's change of residence.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the LEA student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, the LEA shall not be responsible for the costs of services delivered after the LEA student's change of residence.

**39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report, by telephone, to the LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call on LEA approved forms and submit to the LEA and the Department of Education, if required, within five (5) business days of the withdrawal. CONTRACTOR shall assist LEA to verify and clear potential dropouts three times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress (AYP).

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**40. PARENT ACCESS**

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and LEA student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR, if operating a program with a residential component, shall cooperate with a parent's reasonable request for LEA student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

**41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT**

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with Penal Code section 627.1 et seq., as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

It is understood that the public school credentialed classroom teacher is responsible for the educational program.

It is understood that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the Master Contract.

CONTRACTOR, if providing services in a student's home as specified in the ISP, shall assure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present during the provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the nonpublic school/nonpublic agency service provider. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

**42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS**

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366(a)(2)(C) and 56366.9, Health and Safety Code section 1501.1(b), (AB1858, AB490 (Chapter 862, Statutes of 2003)) and the procedures set forth in the LEA Procedures. A LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to the LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list

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shall include: 1) special education eligibility at the time of enrollment and 2) the educational placement and services specified in each student's IEP at the time of enrollment.

Unless placement is made pursuant to a Office of Administrative Hearings order or a lawfully executed agreement between the LEA and parent, the LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent or another adult with educational decision-making rights.

**43. STATE MEAL MANDATE**

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

**44. MONITORING**

CONTRACTOR shall allow representatives from the LEA access to its facilities for the purpose of monitoring each LEA student's instructional program. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also a LCI, the SELPA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall fully participate in the CDE On-Site and Self Review and if applicable, District Validation Review. This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by the LEA.

CONTRACTOR understands that the LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card in accordance with California Education Code Section 33126.

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**PERSONNEL**

**45. CLEARANCE REQUIREMENTS**

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for all of CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers who will have or likely may have direct contact with LEA students shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to the LEA that none of its employees, volunteers, or subcontractors who will have or likely may have any direct contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

**46. STAFF QUALIFICATIONS**

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or provide related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff who hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. Specifically, all paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or higher) degree; or met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

**47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall submit to the LEA and SELPA a staff list, and copies of all current licenses, credentials, permits and/or other documents which entitle the holder to provide special education and/or

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related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall notify the LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students as specified in the LEA Procedures. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall provide to the LEA updated information regarding the status of licenses, credentials, permits and/or other documents within than 30 days of any known changes.

**48. STAFF ABSENCE**

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage on the LEA substitute teacher log. Substitute teachers shall remain with their assigned class during all instructional time. The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for his/her student. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and an authorized LEA representative.

**49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME**

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or nonpublic agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this Master Contract.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the instructional program, and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

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For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or an LEA-approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

**HEALTH AND SAFETY MANDATES**

**50. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et seq., 49406, and Health and Safety Code section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to the LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

**51. FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required to comply with applicable federal, state, and local laws, regulations, and ordinances.

**52. ADMINISTRATION OF MEDICATION**

Unless otherwise set forth in the student's ISP, CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to the LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with student's physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

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**53. INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall submit within 24 hours by fax and mail, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

**54. CHILD ABUSE REPORTING**

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

**55. SEXUAL HARASSMENT/DISCRIMINATION**

CONTRACTOR shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

**56. REPORTING OF MISSING CHILDREN**

CONTRACTOR assures the LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

**FINANCIAL**

**57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every child.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing, including requirements of electronic billing, as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and in compliance with the LEA Procedures, and will be governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program service tracking documents and notes for

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instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by the LEA during the effective period of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to the LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on a LEA form with signatures in the manner prescribed by LEA in the LEA Procedures. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the ISP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and the name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this Master Contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this Master Contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by the LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31<sup>st</sup> after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year unless approved by the LEA to resolve billing issues including rebilling issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than 12 months from the close of the fiscal year. If the billing or rebilling error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. SELPA will not pay mileage for NPA employee.

**58. RIGHT TO WITHHOLD PAYMENT**

The LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Master Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide



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supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student. It is understood that no payments shall be made for any invoices that are not received by six months following the close of the prior fiscal year, for services provided in that year.

The amount which may be withheld by the LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a): the value of the service CONTRACTOR failed to perform; (b): the amount of overpayment; (c): the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR (d): the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e): the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured; or (f): the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student.

If the LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for the LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, the LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to the LEA specifying the reason it believes payment should not be withheld. The LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason the LEA believes payment should not be made. If the LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c)(2).

**59. PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify the LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to the LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students.

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**60. PAYMENT FOR ABSENCES**

**NONPUBLIC SCHOOL STAFF ABSENCE**

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. The LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student's IEP or ISA.

**NONPUBLIC SCHOOL STUDENT ABSENCE**

If CONTRACTOR is a nonpublic school, no later than the tenth (10) cumulative day of the LEA student's unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. The LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. The LEA shall not be responsible for payment of DIS or related services for days on which a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

**NONPUBLIC AGENCY STAFF ABSENCE**

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. The LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and the LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

**NONPUBLIC AGENCY STUDENT ABSENCE**

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a LEA student no later than the fifth consecutive service day of the student's absence, as specified in the LEA Procedures. The LEA shall not be responsible for the payment of services when a student is absent.

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**61. INSPECTION AND AUDIT**

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide the LEA access to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers, dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by the LEA. CONTRACTOR shall make available to the LEA all budgetary information including operating budgets submitted by CONTRACTOR to the LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of the LEA or CONTRACTOR's offices (to be specified by the LEA) at all reasonable times and without charge. All records shall be provided to the LEA within five (5) working days of a written request from the LEA. CONTRACTOR shall, at no cost to the LEA, provide assistance for such examination or audit. The LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to the LEA upon request by the LEA.

If an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes the LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, the LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and the LEA otherwise agree in writing, CONTRACTOR shall pay to the LEA the full amount owed as result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to the LEA within thirty (30) days of receipt of the LEA's written notice demanding payment.

**62. RATE SCHEDULE**

The attached rate schedule (Exhibit A) limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the percentage of a 310-minute instructional day.

**DISTRICT MASTER CONTRACT  
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By signing this agreement, CONTRACTOR certifies that:

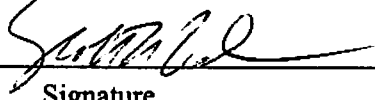
- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (c) Has/have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 15th day of July 2010 and terminates at 5:00 P.M. on June 30, 2011, unless sooner terminated as provide herein.

CONTRACTOR,  
Kinzie Murphy, Speech Pathologist/Oral Feeding Spec.  
Nonpublic School/Agency

LEA,  
Center Joint Unified School District

By:  8/30/10  
Signature Date

By:  8/4/10  
Signature Date

\_\_\_\_\_  
Name and Title of Authorized  
Representative

Scott A. Loehr, Superintendent

\_\_\_\_\_  
Name and Title of Authorized  
Representative

PLEASE RETURN  
THIS ORIGINAL TO DISTRICT

**DISTRICT MASTER CONTRACT  
GENERAL AGREEMENT FOR NONSECTARIAN,  
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Notices to CONTRACTOR shall be addressed to:			Notices to LEA shall be addressed to:		
<b>Kinzie Murphy</b>			<b>Scott A. Loehr, Superintendent</b>		
Name			Name and Title		
<b>Kinzie Murphy, Speech Path/Oral Feeding Specialist</b>			<b>Center Joint Unified School District</b>		
Nonpublic School/Agency/Related Service Provider			LEA		
<b>809 Cobble Cove Lane</b>			<b>8408 Watt Avenue</b>		
Address			Address		
<b>Sacramento,</b>	<b>CA</b>	<b>95831</b>	<b>Antelope, CA</b>	<b>95843</b>	
City	State	Zip	City	State	Zip
<b>916-296-8231</b>			<b>916-338-6320</b>	<b>916-338-6322</b>	
Phone	Fax		Phone	Fax	
<b>ksmurphyslp@sbcglobal.net</b>			<b>probinson@centerusd.org</b>		
Email			Email		

**Additional LEA Notification  
(Required if completed)**

<b>Paula Robinson, Executive Assistant</b>
Name and Title
<b>8408 Watt Avenue</b>
Address
<b>Antelope, CA 95843</b>
City State Zip
<b>916-338-6320 916-338-6322</b>
Phone Fax
<b>probinson@centerusd.org</b>
Email

**DISTRICT MASTER CONTRACT  
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**EXHIBIT A: RATES**

**CONTRACTOR: Kinzie Murphy  
Speech Path/Oral Feeding Specialist  
(NONPUBLIC SCHOOL OR AGENCY)**

**CONTRACTOR NUMBER:  
2010-2011 Contract Year**

**Per CDE Certification, total enrollment may not exceed \_\_\_\_\_**

**If blank, the number shall be as determine by CDE Certification.**

**Rate Schedule.** This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed \_\_\_\_\_

Total LEA enrollment may not exceed \_\_\_\_\_

	<u>Rate</u>	<u>Period</u>
A. <u>Basic Education Program/Special Education Instruction</u>		
Basic Education Program/Dual Enrollment	_____	_____

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

**B. Related Services**

(1)	a. Transportation – Round Trip	_____	_____
	b. Transportation – One Way	_____	_____
	c. Transportation-Dual Enrollment	_____	_____
	d. Public Transportation	_____	_____
	e. Parent*	_____	_____
(2)	a. One to One Aide/Consultation	_____	_____
	b. Educational Counseling – Group of	_____	_____
	c. Counseling – Parent	_____	_____
(3)	a. Adapted Physical Education – Individual	_____	_____
	b. Adapted Physical Education – Group of _____	_____	_____
	c. Adapted Physical Education – Group of _____	_____	_____
(4)	a. Language and Speech Therapy – Individual	125.00	6/30/11
	b. Language and Speech Therapy – Group of 2	_____	_____
	c. Language and Speech Therapy – Group of 3	_____	_____
	d. Language and Speech Therapy – Per diem	_____	_____
	e. Language and Speech - Consultation Rate	_____	_____
(5)	a. Additional Instructional Assistant - Individual (must be authorized on IEP)	_____	_____
	b. Additional Instructional Assistant – Group of 2	_____	_____
	c. Additional Instructional Assistant – Group of 3	_____	_____
(6)	Intensive Special Education Instruction**	_____	_____
(7)	a. Occupational Therapy – Individual	_____	_____
	b. Occupational Therapy – Group of 2	_____	_____
	c. Occupational Therapy – Group of 3	_____	_____
	d. Occupational Therapy – Group of 4 - 7	_____	_____
	e. Occupational Therapy - Consultation Rate	_____	_____
(8)	Intake/Review/Observation/Assessment/Analysis/Recommendations	_____	_____

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Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

**63. DEPARTMENT CERTIFICATION**

By signing this agreement, CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Has/have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1<sup>st</sup> day of July 2010 and terminates at 5:00 P.M. on June 30, 2011, unless sooner terminated as provide herein.

CONTRACTOR,  
Kinzie Murphy, Speech Path/Oral Feeding Specialist  
Nonpublic School/Agency

LEA,  
Center Joint Unified School District

By:

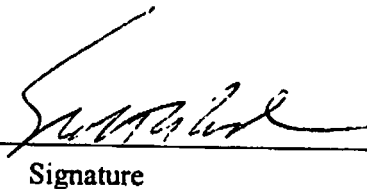


Signature

6/30/10

Date

By:



Signature

6/26/10

Date

Scott A. Loehr, Superintendent

Name and Title of Authorized  
Representative

Name and Title of Authorized  
Representative

**DISTRICT MASTER CONTRACT  
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**EXHIBIT A: RATES**

**CONTRACTOR: Colorado Boys Ranch  
(NONPUBLIC SCHOOL OR AGENCY)**

**CONTRACTOR NUMBER: 30  
2010-2011 Contract Year**

**Per CDE Certification, total enrollment may not exceed**

**If blank, the number shall be as determine by CDE Certification.**

**Rate Schedule.** This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed	_____	
Total LEA enrollment may not exceed	_____	
	<u>Rate</u>	<u>Period</u>
A. <u>Basic Education Program/Special Education Instruction</u>	174.35	6/30/2011
Basic Education Program/Dual Enrollment		

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

**B. Related Services**

- (1)
  - a. Transportation – Round Trip plus \$1.50 per mile
  - b. Transportation – One Way plus \$ 1.50 per mile
  - c. Transportation-Dual Enrollment
  - d. Public Transportation
  - e. Parent\*
- (2)
  - a. Educational Counseling – Individual
  - b. Educational Counseling – Group of
  - c. Counseling – Parent
- (3)
  - a. Adapted Physical Education – Individual
  - b. Adapted Physical Education – Group of \_\_\_\_\_
  - c. Adapted Physical Education – Group of \_\_\_\_\_
- (4)
  - a. Language and Speech Therapy – Individual
  - b. Language and Speech Therapy – Group of 2
  - c. Language and Speech Therapy – Group of 3
  - d. Language and Speech Therapy – Per diem
  - e. Language and Speech Assistant
- (5)
  - a. Additional Instructional Assistant - Individual (must be authorized on IEP)
  - b. Additional Instructional Assistant – Group of 2
  - c. Additional Instructional Assistant – Group of 3
- (6) Intensive Special Education Instruction\*\*
- (7)
  - a. Occupational Therapy – Individual
  - b. Occupational Therapy – Group of 2
  - c. Occupational Therapy – Group of 3
  - d. Occupational Therapy – Group of 4 - 7
  - e. Occupational Therapy - Consultation Rate
  - e. Occupational Therapy - Assistant
- (8) Physical Therapy
- (9)
  - a. Behavior Intervention – BII



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Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

**63. DEPARTMENT CERTIFICATION**

By signing this agreement, CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Has/have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 5th day of August 2010 and terminates at 5:00 P.M. on June 30, 2011, unless sooner terminated as provide herein.

CONTRACTOR,  
Colorado Boys Ranch  
Nonpublic School/Agency

LEA,  
Center Joint Unified School District

By:

By:

Signature

Date

Signature

Date

Name and Title of Authorized  
Representative

Name and Title of Authorized  
Representative

Scott A. Loehr, Superintendent

**DISTRICT MASTER CONTRACT  
GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL/AGENCY SERVICES  
2010-2011**

**EXHIBIT A: RATES**

**CONTRACTOR: Mediacab of Sacramento/Sierra**  
**(NONPUBLIC SCHOOL OR AGENCY)**  
**CONTRACTOR NUMBER: 29**  
**2010-2011 Contract Year**

**Per CDE Certification, total enrollment may not exceed**

If blank, the number shall be as determine by CDE Certification.

**Rate Schedule.** This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed

Total LEA enrollment may not exceed

<u>Period</u>	<u>Rate</u>	<u>A. Basic Education Program/Special Education Instruction</u> <u>Basic Education Program/Dual Enrollment</u>
_____	_____	

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

**B. Related Services**

(1)	a. Transportation – Round Trip plus \$ 1.50 per mile b. Transportation – One Way plus \$ 1.50 per mile c. Transportation-Dual Enrollment d. Public Transportation e. Parent*	6/30/11	\$50.00	6/30/11
(2)	a. Educational Counseling – Individual b. Educational Counseling – Group of c. Counseling – Parent			
(3)	a. Adapted Physical Education – Individual b. Adapted Physical Education – Group of c. Adapted Physical Education – Group of			
(4)	a. Language and Speech Therapy – Individual b. Language and Speech Therapy – Group of 2 c. Language and Speech Therapy – Group of 3 d. Language and Speech Therapy – Per diem e. Language and Speech Assistant			
(5)	a. Additional Instructional Assistant - Individual (must be authorized on IEP) b. Additional Instructional Assistant – Group of 2 c. Additional Instructional Assistant – Group of 3			
(6)	Intensive Special Education Instruction**			
(7)	a. Occupational Therapy – Individual b. Occupational Therapy – Group of 2 c. Occupational Therapy – Group of 3 d. Occupational Therapy – Group of 4 - 7 e. Occupational Therapy - Consultation Rate			
(8)	Physical Therapy c. Occupational Therapy - Assistant			
(9)	a. Behavior Intervention – BII			

**DISTRICT MASTER CONTRACT  
GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL/AGENCY SERVICES  
2010-2011**

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

**63. DEPARTMENT CERTIFICATION**

By signing this agreement, CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Has/have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1<sup>st</sup> day of July 2010 and terminates at 5:00 P.M. on June 30, 2011, unless sooner terminated as provide herein.

CONTRACTOR,  
Medicab of Sacramento/Sierra  
Nonpublic School/Agency

LEA,  
Center Joint Unified School District

By:

By:

Signature

Date

Signature

Date

\_\_\_\_\_  
Name and Title of Authorized  
Representative

Scott A. Loehr, Superintendent

\_\_\_\_\_  
Name and Title of Authorized  
Representative

# Center Joint Unified School District

## AGENDA REQUEST FOR:

Dept./Site: Special Education

Date: September 15, 2010

Action Item   X  

To: Board of Trustees

Information Item

From: Scott Loehr, Superintendent

# Attached Pages

Initials: S.L.

## SUBJECT: 2010/2011 Individual Service Agreements

Please approve the following Individual Service Agreements for special education students to receive services at nonpublic schools/agencies during the 2010/11 fiscal year.

2010/11-101	BECA	\$408.00
2010/11-102	Clarinda Academy	\$29,125.00
2010/11-103	Kinzie Murphy	\$375.00
2010/11-104	Colorado Boys Ranch	\$36,614.00
2010/11-105	Medicab	\$11,300.00
2010/11-106-115	Bright Futures	\$21,440.00

**RECOMMENDATION:** CJUSD Board of Trustees to approve Individual Service Agreements for the 2010/2011 school year.

**CONSENT AGENDA**

# Center Unified School District

**AGENDA REQUEST FOR:**

**Dept./Site:** Center High School

**Date:** August 18, 2010

**Action Item** x

**To:** CUSD Board of Trustees

**Information Item**       

**From:** Mike Jordan

**# Attached Pages** 0

**Principal's Initials** MJS

**SUBJECT: Center High School FBLA  
ATTENDANCE AT STATE OFFICER MEETING**

Cathy Cummings, Center High School FBLA Adviser is requesting approval to send Anthony Mendoza, Northern Section President, to attend the fall state officer meeting as per Jennifer Stalley, FBLA State Adviser and Coordinator. Student will be chaperoned by either Joe Gomes, FBLA Co-Adviser or Mark Mendoza, parent of Anthony. Mr. Mendoza has met all the requirements of CUSD volunteer.

This meeting will take place on September 30 – October 1, 2010. Meeting will take place in Santa Clara at the Ramada Inn. Chaperone and Anthony will leave immediately following school on Thursday, September 30<sup>th</sup>. Chaperone and student will spend the night at the Ramada Inn and return to Center High School around 6:00 pm on Friday, October 1<sup>st</sup>. Student will miss school all day on Friday, October 1<sup>st</sup>.

There is **NO** cost to student or chaperone. Cost for this meeting is funded through the FBLA state account and FBLA chapter at CHS.

The purpose of this required meeting is to engage all the FBLA presidents in the state of California from their respective sections with the purpose of planning, guiding, and training each officer for their leadership position for 2010-11.

**CONSENT AGENDA**

**RECOMMENDATION:** Approve attendance at State Meeting in Santa Clara.

XV-8

# Center Unified School District

## AGENDA REQUEST FOR:

Dept./Site: Center High School

Date: August 18, 2010

Action Item X

To: CUSD Board of Trustees

Information Item       

From: Mike Jordan

# Attached Pages 14

Principal's Initials MOS

## SUBJECT:

### Center High School FBLA ATTENDANCE AT LEADERSHIP CONFERENCE

Cathy Cummings and Joe Gomes, Center High School FBLA Advisers are requesting approval to take approximately 15 members of the Future Business Leaders of America club to the 2010 Northern California Leadership Development Institute on October 15-17, 2010. This conference will be located at the Marriott Hotel in Santa Clara, California. Participants will be leaving after school on Friday, October 15, 2010 and returning on Sunday, October 17, 2010 around 2:00 p.m.

Participants will not be determined until late September. Advisers will be driving students in their own personal cars. All participants and advisers will be staying at the Marriott Hotel in Santa Clara for the duration of the conference. Students and chaperones may leave the site to eat at area restaurants. All workshops take place at the Marriott Hotel.

Funding for this trip will be provided through private payment, club fundraising, Vocational Education – Carl Perkins money, and approved Grant money.

The purpose of this conference is to participate in many workshops that highlight leadership, career preparation, personal development, FBLA history, college preparation, and networking with students from other chapters in the Northern section of California. Participants who attend all the workshops will receive a certificate of completion with honors. Students will attend several general sessions with key note speakers from area businesses. Advisers have an opportunity to network and discuss chapter, state, and national news and goals.

**Marriott Hotel Information:**  
Marriott Santa Clara  
2700 Mission College Boulevard  
Santa Clara, CA 95054  
Phone: 408-988-1500

## RECOMMENDATION:

Approve attendance at FBLA Leadership Conference.

CONSENT AGENDA

# Center High School

3111 Center Court Lane • Antelope, CA 95843  
(916) 338-6420 • FAX (916) 338-6370

August 27, 2010

Dear Parent and FBLA Officer:

Your child has expressed interest to represent Center High School's **Future Business Leaders of America** at this years' Leadership Development Institute. The conference will be held in Santa Clara at the Marriott Hotel from October 15-17<sup>th</sup>.

We will be leaving right after school on Friday, October 15<sup>th</sup> and returning after our breakfast meeting on Sunday, October 17<sup>th</sup> around 1:00 p.m.

We will be staying at the Marriot Hotel in Santa Clara next to Great America. All activities will be hosted at the hotel. Students will be responsible for their meals. There are a few restaurants within walking distance. Our Adviser team will be driving their personal vehicles so students do not need to worry about paying for transportation.

We are requiring **ALL** officers who plan to attend to pay a **\$50 non-refundable deposit NO LATER than September 20<sup>th</sup>**. This will solidify your place on the registration. You can use your account money from the student store for this trip. The remainder of the balance will be payable after our October break.

## **An estimated cost of this conference to you:**

- √ Registration: \$40
- √ Hotel: \$75 Student cost based upon 2-4 students to a room for 2 nights
- √ Food: \$40 Friday and Saturday

Please give your deposit to Ms. Busath in the ASB Office. Make checks **payable to CHS – FBLA**. Please bring your receipt to either Mr. Gomes or Mrs. Cummings by the due date.

In the past, we have had great success with our students and they have proven to be great ambassadors for CHS. Please stress to your child the importance of being responsible and mature. I have high expectations for each student and hope they leave the conference with new leadership skills, new friends, great self-esteem, and a positive attitude towards teamwork.

Sincerely,

*Cathy Cummings and Joe Gomes*  
[ccummings@centerusd.org](mailto:ccummings@centerusd.org) and [joegomes@hotmail.com](mailto:joegomes@hotmail.com)

*"Home of Scholars and Champions"*



**CALIFORNIA FUTURE BUSINESS LEADERS OF AMERICA**  
**2010 Leadership Development Institute-North**  
**Housing Reservation Form**

**All hotel information must be RECEIVED or faxed by September 24, 2010**

Make checks payable to *Marriott Santa Clara*

**Please mail check and copy of this form to:**

Reservations Department, Bilal Chamsine

Marriott Santa Clara

2700 Mission College Blvd.

Santa Clara, CA 95054

Phone: (408) 988-1500

FAX: (408) 748-9529

**Accommodations**

(Rates are \$110 per night, per room, including tax )

<u>Single</u>	<u>Double</u>	<u>Triple</u>	<u>Quad</u>
one person	two people	three people	four people
1 king bed	1 king bed	2 double beds or double	1 king w/rollaway

To guarantee your reservation, please enclose a check for the first night's room and tax (to be credited to your account) or a credit card number in the space provided. Failure to arrive on your indicated check-in date without prior notification will result in cancellation of your reservation and forfeiture of your deposit, or one night's room and tax charge will be billed to your credit card.

<b>Person responsible for group's</b>	
<b>Billing</b>	<b>E-mail address:</b>
<b>School Name</b>	
<b>Mailing Address</b>	
<b>City/ZIP</b>	
<b>School Phone</b>	<b>FAX Number</b>
<b>Date and Time of Arrival</b>	<b>Departure Date</b>
<b>Credit Card Type</b>	<b>Card Number</b>
<b>Expiration Date</b>	<b>Name on Card</b>

I authorize the Marriott Santa Clara to charge my account for one night's deposit and all applicable taxes.

\_\_\_\_\_  
Signature of Card Holder

**Check-out time is 11 AM. Rooms may not be available for check-in until 3:00 p.m.**  
Complete the rooming list on the back of this form.



# Housing Form, part 2

School		Responsible Adviser	
--------	--	---------------------	--

Please type or print clearly the names and complete all column(s).

Check Appropriate Room Type	Male or Female	Name(s) of Room Occupant(s)
<input type="checkbox"/> Single		
<input type="checkbox"/> Double		
<input type="checkbox"/> Triple		
<input type="checkbox"/> Quad		
<input type="checkbox"/> Single		
<input type="checkbox"/> Double		
<input type="checkbox"/> Triple		
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<input type="checkbox"/> Double		
<input type="checkbox"/> Triple		
<input type="checkbox"/> Quad		

Copy this sheet if you need additional space.

# **2010 CALIFORNIA FUTURE BUSINESS LEADERS OF AMERICA**

## **Leadership Development Institute North**



**California FBLA—*Suit Up for Success***



## **Registration Guide**

**Marriott Hotel, Santa Clara, California  
October 15-17, 2010**



***Service ♦ Education ♦ Progress***

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Robert Franklin  
Central Section Director  
Los Banos High School  
1966 South 11th Street  
Los Banos, CA 93635  
209.826.6033  
209.826.1575 FAX  
[rfranklin@losbanosusd.k12.ca.us](mailto:rfranklin@losbanosusd.k12.ca.us)

September, 2010

Dear FBLA Chapter Members:

California FBLA is pleased to invite all chapters in the Bay Section, Central Section, and Northern Section to the FBLA Leadership Development Institute (LDI) at the Marriott in Santa Clara, California.

At the Leadership Development Institute, you'll get to:

- Experience more than over 40 incredible leadership, career development, and officer and adviser training workshops
- Receive certification for attending all workshops and graduate with honors
- Meet and get an inside track with professionals from the business community
- Friday night interact with other chapter members during Rocket Arena. This program will get your conference weekend off to an energizing head start.
- And of course bring your blue jeans and dollars because an FBLA conference would not be complete without a March of Dimes Blue Jeans for Babies Dance.

Don't wait to get your FBLA chapter off to a great start!

- Early bird Registration for the conference is **DUE** October 1, 2010.
- Hotel Reservation of \$110.00 (including tax) per room must be **RECEIVED** by September 24, 2010.
- Code of Conduct and Medical Release forms will be turned in at the conference.
- Dues of **\$11 for all members** must be paid and will be checked for all members in attendance.

See you in Santa Clara!

CALIFORNIA HOST COMMITTEE (Leadership Teams of Bay, Central, and Northern Sections)

## CONFERENCE AT A GLANCE!

**Date:** October 15-17, 2010

**Due Dates:** **October 1** is the **RECEIVED** date for Early Bird Conference Registration. **October 8** is the **RECEIVED** date for Regular Conference Registration. **September 24** is the **RECEIVED** date for Hotel Registration.

**Accommodations:** Marriott, Santa Clara. (off of Highway 101 near Great America Amusement Park)

**Registration:** \$40 early bird registration per FBLA member, adviser, and chaperone and includes all conference functions **including** breakfast Sunday morning.

Add \$5 for registrations received after **October 1** (\$45) until **October 8**. Registration will not be accepted without this fee.

Those California chapters achieving *Outstanding Chapter* recognition last year will receive two complimentary registrations. *Chapter Excellence* chapters will receive one complimentary registration (none last year).

**2009-2010 Outstanding Chapters (Business Achievement Awards Recognition)**

**Colusa, Homestead, James C. Enochs, John Pitman, Lassen Lindsay, Live Oak, Los Banos, Lynbrook, Madera South, Maxwell, Merrill F. West, Redwood, Sutter Union, Westmoor and Williams**

Please mail *Conference Registration Form* (Form available on [www.cafbla.org](http://www.cafbla.org) web site) and check payable to **California FBLA** to:

Kiki Nakauchi, LDI-North Co-Chair  
745 Claremont Drive  
Morgan Hill, CA 95037

**Hotel Registration:** Lodging arrangements are to be made directly with the Marriott Santa Clara by **September 24** to insure room availability. Please complete the *Housing Reservation Form*. Rates are \$110.00 per room including tax. All participants **MUST** stay on site for the conference. All chapters must have a school-approved chaperone staying on site as well. (Form available on [www.cafbla.org](http://www.cafbla.org) web site)

Reservations Department/Attention Bilal Chamsine  
Marriott Santa Clara  
2700 Mission College Boulevard  
Santa Clara, CA 95054  
Phone: (408) 988-1500  
FAX: (408) 748-9529

**Questions:** Kiki Nakauchi, Bay Section Director  
Phone: (408) 779-9996 (Home)  
Robert Franklin, Central Section Director  
Phone: (209) 826-6033 (School)  
Pam Stalley, Northern Section Director  
Phone: (530) 473-5369 (School)

Email: [kikinakauchi@aol.com](mailto:kikinakauchi@aol.com)

Email: [centraldirector@cafbla.org](mailto:centraldirector@cafbla.org)

Email: [northerndirector@cafbla.org](mailto:northerndirector@cafbla.org)

# AGENDA

<b>Friday, October 15, 2010</b>	
6:00 pm-8:00 pm	CONFERENCE REGISTRATION
9:00 pm-10:30 pm	Rocket Arena-the ultimate networking game
11:00 pm-6:00 am	CURFEW (Everyone in Own Assigned Rooms)
<b>Saturday, October 16, 2010</b>	
7:30 am-9:00 am	CONFERENCE REGISTRATION
9:00 am-9:30 am	OFFICER WORKSHOPS
9:00 am-9:45 am	LEADERSHIP SESSION I
10:00 am-11:10 am	OPENING SESSION—Keynote Speaker <b>Penny Polayes, Certified Performance Coach</b>
11:15 am-12:00 pm	LEADERSHIP SESSION II and ADVISERS' MEETING
12:00 pm-1:20 pm	LUNCH (on your own)
1:30 pm-2:15 pm	LEADERSHIP SESSION III
2:25 pm-3:10 pm	LEADERSHIP SESSION IV
3:10 pm-3:25 pm	BREAK
3:25 pm-4:10 pm	LEADERSHIP SESSION V
4:20 pm-5:05 pm	LEADERSHIP SESSION VI
5:10 pm	Turn in conference evaluation forms to your adviser. You must attend six workshops to earn Honors.
5:30 pm	Advisers turn in your chapter members' evaluation forms to your Section President or Director
5:30 pm-8:30 pm	DINNER (on your own)
8:30 pm-11:00 pm	<b>March of Dimes Blue Jeans for Babies Dance</b> The dance is a fundraiser for March of Dimes and your donation of \$2 will entitle you to dress in casual attire. <b>Please Note:</b> This dance is part of the conference and you must conduct yourself appropriately. If you are being inappropriate in your dance style, you will be excused from the dance. Advisers and chaperones will be supervising.
11:30 pm-6:00 am	CURFEW (Everyone in Own Assigned Rooms)
<b>Sunday, October 17, 2010</b>	
9:00 am-10:30 am	CLOSING BREAKFAST SESSION <b>Pavan Tripathi, former state officer</b> Graduation Ceremony

# Center High School

3111 Center Court Lane • Antelope, CA 95843  
(916) 338-6420 • FAX (916) 338-6370

August 27, 2010

Dear Parent and FBLA Officer:

Your child has expressed interest to represent Center High School's **Future Business Leaders of America** at this years' Leadership Development Institute. The conference will be held in Santa Clara at the Marriott Hotel from October 15-17<sup>th</sup>.

We will be leaving right after school on Friday, October 15<sup>th</sup> and returning after our breakfast meeting on Sunday, October 17<sup>th</sup> around 1:00 p.m.

We will be staying at the Marriot Hotel in Santa Clara next to Great America. All activities will be hosted at the hotel. Students will be responsible for their meals. There are a few restaurants within walking distance. Our Adviser team will be driving their personal vehicles so students do not need to worry about paying for transportation.

We are requiring **ALL** officers who plan to attend to pay a **\$50 non-refundable deposit NO LATER than September 20<sup>th</sup>**. This will solidify your place on the registration. You can use your account money from the student store for this trip. The remainder of the balance will be payable after our October break.

## **An estimated cost of this conference to you:**

- ✓ Registration: \$40
- ✓ Hotel: \$75 Student cost based upon 2-4 students to a room for 2 nights
- ✓ Food: \$40 Friday and Saturday

Please give your deposit to Ms. Busath in the ASB Office. Make checks **payable to CHS – FBLA**. Please bring your receipt to either Mr. Gomes or Mrs. Cummings by the due date.

In the past, we have had great success with our students and they have proven to be great ambassadors for CHS. Please stress to your child the importance of being responsible and mature. I have high expectations for each student and hope they leave the conference with new leadership skills, new friends, great self-esteem, and a positive attitude towards teamwork.

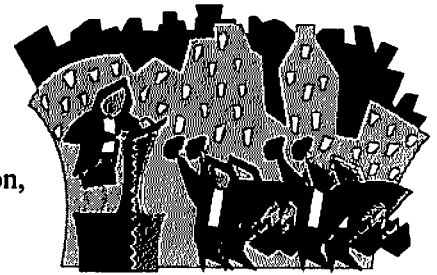
Sincerely,

*Cathy Cummings and Joe Gomes*  
[ccummings@centerusd.org](mailto:ccummings@centerusd.org) and [joegomes@hotmail.com](mailto:joegomes@hotmail.com)

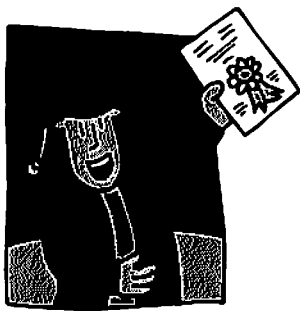
*"Home of Scholars and Champions"*

# LEADERSHIP SESSION OVERVIEWS

More than 40 leadership sessions concentrating on personal development, inspiration, leadership, FBLA, and college and career preparation will be offered. Overview of some of the workshops includes:



- Blocking Stalkers
- Career Paths
- Chivalry is not Dead
- Classroom Leadership
- Communication Technology
- Competitive Events
- Conference Etiquette
- Cultural Courtesy
- Dancing to Networking
- De-stress for Success
- Different Personalities
- Dress for Success
- Job Interview
- Marketing FBLA
- FBLA Goes Green
- Negotiating with Business Partners
- Netiquette
- Personal Finance
- Professional Pilot Careers
- Public Speaking
- Reputation Management
- Respecting the Foods
- Risk Taking
- Teambuilding
- Traveling 101
- And much, much more!



## GRADUATE WITH HONORS REQUIREMENTS

(Graduate with Honors evaluation forms due by 5:10 to your chapter adviser)

What do you have to do in order to graduate with honors from the FBLA Leadership Development Institute?

1. Participate in the six Leadership Breakout Sessions
2. Attend the Opening Session
3. Get your evaluation form stamped at the end of each Leadership Breakout Session that you are attending. Please make constructive comments. Any form incomplete will not meet the requirements.
4. Turn in your completed evaluation form to your adviser by 5:10 pm.
5. Have your adviser turn in all the evaluation forms from your chapter at one time to one of the Section Presidents or Directors by 5:30 pm Saturday evening. Advisers—Please place forms in alphabetical order in the envelope in which the evaluation forms were distributed during registration.

# CONFERENCE DRESS CODE FOR MEMBERS, ADVISERS, AND GUESTS



The purpose of the dress code is to uphold the professional image of the association and its members and to prepare students for the business world. Conference nametags are part of the dress code and must be worn at all times while participating in conference activities. The purpose of the FBLA Dress Code Policy is to describe in detail and spirit the professional and polished look of members and advisers. While the policy may not cover every fashion trend and detail, FBLA reserves the right to determine dress code eventualities and interpretations.

## CONFERENCE ATTIRE:

- **Friday Evening—Rocket Arena:** Appropriate casual attire
- **Saturday Officer Workshops, Opening Session and all Leadership Workshops:** Professional business attire
- **Saturday Evening March of Dimes Dance:** Appropriate casual attire--\$2.00 to wear blue jeans
- **Sunday Breakfast Session:** Business casual attire

## PROFESSIONAL ATTIRE:

### **Appropriate male attire.**

- Business suit with collared dress shirt, and necktie; or a Sport coat, dress slacks, collared shirt, and necktie; or dress slacks, collared shirt, and necktie. Banded collared shirt may be worn only if sport coat or business suit is worn. Dress shoes and socks are required.

### **Appropriate female attire.**

- Business suit; or a business pantsuit; or a skirt or dress slacks with blouse or sweater; or a business dress. Dress shoes are required.

## BUSINESS CASUAL ATTIRE:

### **Appropriate male attire:**

- Polo or collared shirt, casual slacks (e.g. Dockers; no denim or shorts), Leather loafers or dressy slip-ons (no athletic shoes, flip flops, or canvas shoes), patterned or solid-colored socks

### **Appropriate female attire:**

- Polo or collared shirt or sweater, casual slacks (e.g. Dockers; no denim or shorts), or a skirt, sandals, slides, boots, flats, or mid-heel shoes (no athletic shoes, flip flops, or canvas shoes)

**CASUAL ATTIRE** may be worn for specified conference events. Cut-off jeans, spandex or Lycra garments, midriff tops, and bathing suits are not appropriate casual attire. Shoes and shirts must be worn at all times.

**Fashion note:** New fashion trends may be in style, but not necessarily appropriate conference attire. Use common sense and be conservative rather than cutting-edge. If you have any doubt about the appropriateness of your attire, find something else to wear. The best way to operate is to avoid walking the line. Be a professional!

**Please note:** Inappropriate attire for both men and women is described further in the complete dress code in the [www.fbla-pbl.org](http://www.fbla-pbl.org) web site. Please follow accordingly.



## FIELD TRIP PLANNING / APPROVAL FORM

Teacher Cummings / Gomes 20  
Number of Students

Class or Club FBLA

Clear description of the trip's connection to the curriculum and standards:

Attend the Leadership Development  
Conference (Institute) in Santa Clara  
Date of trip 10/15-17 Time Leaving 2:45 Time Returning 2:00 on 10/17  
Destination Santa Clara - Marriott  
Other places you may go during the trip: Area restaurants

Transportation request submitted? Yes ☒ No ☐  
Parents driving? Yes ☒ No ☒ Teachers  
If parents driving, is Volunteer & Employee Auto Usage Statement on file? Yes ☒ No ☒ driving  
personal  
cars

If trip is overnight or over 150 miles, has Board Agenda Request been submitted?

Yes ☒ No ☐

Teacher Signature Cathy Cummings Date 8/5/10  
Signature indicates the teacher has examined and supports how the trip supports academic and content standards

Dept. Chair Signature Shirley L. White Date 8/5/10  
Signature indicates the Department Chair has examined and supports how the trip supports academic and content standards

Principal's Signature Michael O. Jones Date 8/5/10

### REMINDERS:

1. This form must be completed by the teacher and have final approval BEFORE any letters are sent home or any final arrangements are made. Requests must be submitted at least ten (10) days before the trip. Requests for trips over 150 miles or that include an overnight stay must be submitted to the Board of Trustees for approval at least thirty (30) days prior to the trip.
2. A final list of student participants must be placed in each staff mailbox, and a copy give to the Attendance Office, no less than three (3) days prior to the trip.
3. Refer to the Field Trip Procedural Outline to insure that all appropriate forms are completed.
4. If there are any special factors about the trip, please attach a separate sheet describing them.

P.O. # \_\_\_\_\_

**Center High School  
Purchase Order Request**

Purchaser: C. Cummings  
Date: 8/2/10

Complete name & address of vendor,  
including telephone and fax numbers:

☐ District Funds  
☒ Student Body Funds

Account name: FBLA

Cathy Cummings  
( ) \_\_\_\_\_ phone  
( ) \_\_\_\_\_ fax

QTY	ITEM #	ITEM DESC	UNIT COST	TOTAL
-----	--------	-----------	-----------	-------

Reimbursement to Chaperson  
for transporting FBLA members  
to FBLA Leadership Development  
Institute in Santa Clara.  
10/15 - 10/17 @ Marriott

As per SB 70 Grant.  
256 round-trip mileage

Approvals:

C. Cummings  
Department Chair (for district funds)

Student Officer (for ASB funds)

Activities Director (for ASB funds)

Michael J. [Signature]  
Principal (for either fund)

Sub Total \_\_\_\_\_

Tax 7.75% \_\_\_\_\_

Shipping \_\_\_\_\_

TOTAL \$130.00



*Santa Clara Marriott*

## MAPQUEST

Trip to 2700 Mission College Blvd  
 Santa Clara, CA 95054-1218  
 128.98 miles - about 2 hours 19 minutes

Notes



**The IKEA Sale**  
 going on now



3111 Center Court Ln, Antelope, CA 95843-9111



1. Start out going **WEST** on **CENTER COURT LN** toward **WATT AVE.**

go 0.3 mi



2. Turn **RIGHT** onto **WATT AVE.**

go 0.2 mi



3. Turn **LEFT** onto **GIBSON VIEW WAY.**

go 0.0 mi



4. Turn **RIGHT** onto **NANDINA WAY.**

go 0.2 mi



5. Turn **RIGHT** onto **TOURMALINE WAY.**

go 0.0 mi



6. Turn **RIGHT** onto **WATT AVE.**

go 2.6 mi




7. Turn **RIGHT** onto **ELKHORN BLVD / CR-E14 W.**


go 2.6 mi





8. Turn **LEFT** onto **16TH ST.**


go 1.3 mi


- 


9. 16TH ST becomes RALEY BLVD. go 1.7 mi
- 


10. Merge onto I-80 W toward SAN FRANCISCO. go 50.9 mi
- 


11. Merge onto I-680 S via EXIT 40 toward BENICIA / SAN JOSE. go 58.3 mi
- 


12. Take the MISSION BLVD WEST exit, EXIT 12, toward I-880 / WARM SPRINGS DISTRICT. go 0.5 mi
- 


13. Merge onto MISSION BLVD / CA-262 W. go 0.7 mi
- 

14. Merge onto I-880 S toward SAN JOSE. go 3.9 mi
- 

15. Merge onto CA-237 W toward MTN VIEW. go 3.5 mi
- 

16. Take the GREAT AMERICA PKWY exit toward LAFAYETTE STREET. go 0.4 mi
- 

17. Turn LEFT onto GREAT AMERICA PKWY. go 1.7 mi
- 

18. Turn LEFT onto MISSION COLLEGE BLVD. go 0.3 mi
- 

19. 2700 MISSION COLLEGE BLVD is on the RIGHT. go 0.0 mi



**2700 Mission College Blvd, Santa Clara, CA 95054-1218**

**Total Travel Estimate : 128.98 miles - about 2 hours 19 minutes**

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# *Center Joint Unified School District*

**AGENDA REQUEST FOR:**

**Dept./Site:** Facilities & Operations Department

**Date:** September 15, 2010

**Action Item**   X  

**To:** Board of Trustees

**Information Item**           

**From:** Craig Deason, Assist. Supt.

**# Attached Pages**   20  

**Assist. Supt. Initials:**   CD  

**SUBJECT:** Two Year Ground Lease for Sunrise Park and Recreation District for Day Care at Oak Hill Elementary School

The two year ground lease extension between Sunrise Park and Recreation District and Center Joint Unified School District has expired. I am recommending that we extend the lease for two more years at the rate of \$576.39 per month. Agreeing to this extension would allow Sunrise Park and Recreation District to operate a school age day care facility at Oak Hill Elementary School until July 31, 2012. The Ground Lease Extension Agreement is attached.

**RECOMMENDATION:** That the Board of Trustees approve the two year Ground Lease Extension Agreement with Sunrise Park and Recreation District.

**CONSENT AGENDA**

## **GROUND LEASE EXTENSION AGREEMENT**

This Agreement is entered into between the Center Unified School District, a political subdivision of the State of California (hereinafter referred to as "**LESSOR**") and Sunrise Recreation and Park District (hereinafter referred to as "**LESSEE**")

**WHEREAS, LESSOR AND LESSEE** entered into a Lease dated August 16, 1994, for a portion of the property at Oak Hill Elementary School, a copy of which is attached hereto and incorporated herein as if set forth at length; and

**WHEREAS**, that Lease provided for a term of five years, commencing August 1, 1994, and the option to extend the term for five additional and consecutive one-year terms; and

**WHEREAS, LESSOR AND LESSEE** desire to extend the Lease for two additional one-year terms.

### **IT IS HEREBY AGREED THAT:**

1. The term of this extension shall be from August 1, 2010, to July 31, 2012.
2. This two-year extension is the twelfth and thirteenth extensions allowed pursuant to Paragraph 3 of the 1994 Lease and **LESSEE** may exercise the option to further extend the Lease in future years in accordance with the terms of that paragraph.
3. Paragraph 4 of the 1994 Lease was amended effective August 1, 2008, to provide for payment of the sum of \$576.39 per month (\$6,916.68 annually) to be paid by July 31 for utility service commencing August 1, 2010, and said payments shall continue unchanged through July 31, 2012.
4. All other terms of the 1994 Lease shall remain in full force and effect throughout the term of this extension.

Dated: \_\_\_\_\_

**SUNRISE RECREATION AND PARK  
DISTRICT, LESSEE**

By: \_\_\_\_\_

Name: Lisa Rudloff

Title: District Administrator

Dated: \_\_\_\_\_

**CENTER JOINT UNIFIED SCHOOL  
DISTRICT, LESSOR**

By: \_\_\_\_\_

Name: Scott Loehr

Title: Superintendent



**Parks Make Life Better!**

August 27, 2010

TO: Center Unified School District  
IN CARE OF: Carol Surryhne  
RE: Ground Lease Extension Agreement

This letter is confirmation that the Sunrise Recreation and Park District wishes to extend the 1994 Ground Lease Agreement we have with the Center Unified School District for a portion of the property at Oak Hill Elementary School. The extension would be for two years, beginning August 1, 2010 and concluding on July 31, 2012.

I ask that you send to me a Ground Lease Extension Agreement. Our District Administrator, Lisa Rudloff, will sign the agreement and I will return it to you promptly. Thank you very much for continuing this partnership between our two Districts.

Please contact me if you have any questions or concerns.

Sincerely,

Barry Ross, Recreation Services Manager  
7801 Auburn Blvd.  
Citrus Heights, CA 95610  
725-0185  
[brross@sunriseparks.com](mailto:brross@sunriseparks.com)

# EXHIBIT B

## GROUND LEASE AGREEMENT

BETWEEN

CENTER UNIFIED  
SCHOOL DISTRICT

AND

DATED

\_\_\_\_\_, 1994



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## GROUND LEASE AGREEMENT

THIS LEASE is made this \_\_\_\_ day of \_\_\_\_\_, 1994 between Center Unified School District, a political subdivision of the State of California, (hereinafter referred to as "LESSOR") and \_\_\_\_\_ (hereinafter referred to as "LESSEE"). The parties agree as follows:

1. **Grant of Lease.** Subject to the terms and conditions hereinafter set forth, LESSOR hereby leases to LESSEE, and LESSEE hereby leases from LESSOR, a portion of that certain real property commonly known as Oak Hill Elementary School (hereinafter the "school site"), situated at 3909 North Loop Boulevard, Antelope, CA 95843, in the County of Sacramento, State of California, consisting of about 2,560 square feet, more or less, of unimproved land, (hereinafter referred to as the "Property"), as shown on the site plan attached to this Lease as Exhibit A and incorporated herein by this reference.

2. **Term.** The term of this Lease shall be for five (5) years (the "Initial Term"), commencing on \_\_\_\_\_ and terminating on \_\_\_\_\_, unless earlier terminated in accordance with the terms of this Lease.

3. **Option to Extend.** LESSEE shall have the option to extend the term on the same terms and conditions (the "Option") for five (5 ) additional and consecutive \_one (1) year terms (the "Extended Terms") following expiration of the Initial Term, provided, however, LESSOR may terminate the Option by giving written notice of termination (the "Notice of Termination") to LESSEE at least six (6) months prior to termination of the Initial Term or the then current Extended Term, in which case this Lease shall terminate at the end of the Initial Term or the then current Extended Term. LESSEE shall exercise the Option by giving written notice of intent to exercise the Option (the "Option Notice") to LESSOR no later than [insert calendar day] prior to expiration of the then current term.

Upon delivery of the Notice of Termination, this Lease shall terminate at the end of the then current term.

4. **Rent.**

a. In consideration of LESSEE's commitment to provide a duly licensed daytime child care program on the Oak Hill Elementary School campus for the benefit of LESSOR's students, LESSOR shall accept from LESSEE and LESSEE shall pay to LESSOR annual rent, without deduction, set off, prior notice or demand, in the nominal sum of One Dollar (\$1), in advance, prior to \_\_\_\_\_, and prior to each subsequent \_\_\_\_\_ while this Lease remains in effect, plus the sum of One Hundred Fifty-Eight Dollars (\$158) per month for utility service to the Property as set forth in paragraph 12 of this Lease, in advance, on the first day of each month, commencing \_\_\_\_\_, 1994 and continuing during the term.

b. In addition to annual rent, prior to commencement of the lease term, LESSEE shall pay LESSOR the sum total required to reimburse LESSOR for the actual costs incurred by LESSOR to complete the improvements to the Property described in Exhibit B attached hereto and incorporated herein by this reference (the "Improvement Costs"), which are estimated to equal or exceed the sum of Fifty-Nine Thousand Twelve Dollars (\$59,012), as set forth in Exhibit B. In the event the parties by mutual consent agree to terminate this Lease prior to the end of the Initial Term, and LESSEE is not then in default, LESSOR shall return to LESSEE a pro rated portion of the Improvement Costs which shall be calculated by multiplying the Improvement Costs LESSEE paid to LESSOR by a fraction, the numerator of which is the number of months of the Initial Term then remaining on the date of the agreed upon early termination of this Lease and the denominator of which is sixty (60) months (the Initial Term).

c. Rent and all other sums payable under this Lease shall be paid in lawful money of the United States of America and shall be paid to LESSOR at the address of LESSOR stated in paragraph 21 of this Lease.

5. **Interest on Unpaid Rent.** Rent not paid when due shall bear interest from the date due until paid at the maximum rate an individual is permitted by law to charge by written agreement as of the date such sum is due or accrued.

6. **Preparation and Acceptance.** LESSEE's taking possession of the Property on commencement of the term shall constitute LESSEE's acknowledgement that the Property and the improvements on the Property are in good condition.

7. **Permitted Use.**

a. LESSEE shall use the Property to install and maintain two (2) relocatable buildings approved by the California Division of the State Architect, each not to exceed one story in height, consisting of one (1) triple wide relocatable building not to exceed 36 feet wide by 40 feet long and one (1) double wide building not to exceed 24 feet wide by 40 feet long, and related improvements to operate a duly licensed daytime child care program and operate that child care program throughout the calendar year for students at Oak Hill Elementary School and other DISTRICT students, and for no other purpose.

b. LESSEE shall have exclusive use of the Property and all improvements on the Property during the lease term.

c. Prior to placement of relocatable buildings and any other improvements on the Property, LESSEE shall satisfy the conditions set forth in paragraph 8 of this Lease.

**8. Improvements/ Alterations.**

a. LESSEE shall not make or permit any alterations or improvements to the Property without the prior written consent of LESSOR, which consent shall not be unreasonably withheld. LESSEE shall not commence construction of any alterations or improvements until at least five (5) days after LESSOR has received notice from LESSEE stating the date the construction is to commence so that LESSOR can post and record an appropriate notice of nonresponsibility.

b. The following conditions must be satisfied prior to occupancy of the relocatable buildings and commencement of the delivery of child care services:

i. LESSEE, at its sole cost and expense, shall obtain and file with LESSOR proof that LESSEE'S site plan for the Property and the plans and specifications for the relocatable buildings and all related improvements to be used on the Property have been approved by the Office of the State Architect and the State Fire Marshall and meet all applicable structural, safety and health regulations for the delivery of child care on a public school campus.

ii. LESSEE shall file with the Site Administrator at the school site proof that LESSEE is duly licensed to deliver child care services on the Property.

iii. LESSEE shall secure public liability and property damage insurance coverage in the amounts as set forth in paragraph 14 of this Lease and comply with all of the other insurance matters described in said paragraph 14.

iv. LESSEE shall obtain approval from all appropriate government agencies and all applicable permits and authorizations required for use of the Property as a child care center.

c. The general design of LESSEE's proposed improvements to the Property is set forth in Exhibit C attached hereto and incorporated herein by this reference. LESSOR hereby acknowledges that LESSOR reviewed the general design, plans and specifications of said proposed plan and approved of the same. LESSEE shall submit the general design, plans and specifications for any additional proposed improvements to the Property for advance review and approval by LESSOR.

d. Any and all improvements, relocatable buildings, fixtures, equipment and infrastructure desired or required by LESSEE shall be installed, operated and maintained at LESSEE's sole cost and expense, subject to obtaining prior approval as required by this Lease.

e. LESSOR shall, at LESSEE's request, complete certain preparatory site work prior to the placement of LESSEE'S relocatable buildings on the Property, as more particularly described in Exhibit B attached hereto. LESSEE shall reimburse LESSOR for the Improvement Costs incurred by LESSOR to complete the preparatory site work described in Exhibit B, as set forth in paragraph 4b of this Lease.

f. LESSEE shall obtain at its sole cost and expense any and all necessary federal, state and local government approvals for all buildings and improvements placed on the Property. LESSEE shall comply with all laws and regulations applicable to such improvements, including but not limited to building codes, fire codes, handicapped access and other federal, state and local laws.

g. All work shall be performed in a good and workmanlike manner, shall substantially comply with plans and specifications submitted to LESSOR as required by this Lease and shall comply with all applicable governmental permits, laws, ordinances and regulations.

h. LESSEE shall keep the Property free and clear of any and all liens arising out of any work performed or materials furnished at the request of LESSEE or obligations incurred by LESSEE. LESSEE shall pay, or cause to be paid, the cost and expense of all works of improvement, as that phrase is defined in the Mechanics' Lien Law in effect at the place of construction when the work begins.

i. Title to all improvements constructed by LESSEE shall be and remain in the name of LESSEE during the term of this Lease.

j. Any improvements made shall remain on and be surrendered with the Property on expiration or termination of this Lease, except that LESSOR can elect within thirty (30) days before expiration or within thirty (30) days after termination of the term to require LESSEE to remove any such improvements and restore the Property to the same condition it was in on the date of commencement of this Lease, all at LESSEE's expense.

## **9. Prohibited Use.**

a. LESSEE shall not use any part of the school site that is not expressly leased to LESSEE for any purpose whatsoever without the prior written consent of LESSOR.

b. LESSEE shall not do or permit anything to be done or carry on any activity or allow any condition on the Property which is a public or private nuisance. LESSEE shall not do or permit anything to be done in or about the Property or bring or keep anything on the Property which will in any way increase the existing rate of or affect any fire or other insurance upon the Property or the school site or cause a cancellation of any insurance policy covering the Property or the school site. LESSEE shall not commit or allow to be committed any waste in or upon the Property. LESSEE shall not use the Property or permit anything to

be done in or about the Property which will in any way conflict with any law, statute, ordinance, or governmental rule or regulation now in force or which may hereafter be enacted or promulgated.

c. LESSEE shall not cause or permit any hazardous materials to be used, stored, generated, or disposed of on or beneath the Property or any portion of the Property.

#### **10. Joint Use.**

a. LESSEE may have joint use with LESSOR of the blacktop, playing fields, and grass areas (hereinafter collectively referred to as the "playground facilities"), and a certain number of spaces in the parking lot on the school site to be determined by the Site Administrator, Monday through Friday, 7:00 a.m. to 6:00 p.m., at times to be arranged in advance with the Site Administrator at the school site, and joint use of the restrooms on the school site, all subject to prior approval by the Site Administrator at the school site, which approval may be withdrawn at any time without cause. LESSOR shall reserve a designated section of the parking lot to be used by LESSEE to drop off and pick up children enrolled in LESSEE's program, as shown on the plot plan attached as Exhibit A to this Lease.

b. LESSEE agrees that joint use with LESSOR of portions of the school site described in subparagraph a above will not:

(1) interfere with the educational program activities of any school or class conducted at the school site;

(2) unduly interrupt the residents of the surrounding neighborhood; or

(3) jeopardize the safety of the students at the school site.

**11. Assignment and Subletting.** LESSEE shall not assign, transfer, mortgage, encumber or grant control of this Lease or any interest in this Lease without the prior written consent of LESSOR. LESSEE shall not sublet all or any portion of the Property or allow any persons other than LESSEE's employees and agents (and invitees under LESSEE's supervision) to occupy or use all or any part of the Property without the prior written consent of LESSOR. This Lease shall not, nor shall any interest therein, be assignable as to the interest of LESSEE by operation of law, without the written consent of LESSOR. LESSOR's consent to one assignment, sublease, occupation or use by another person shall not be deemed to be a consent to any subsequent assignment, sublease, occupation or use by any other person. Any assignment or subleasing without the prior written consent of LESSOR shall be void, and shall, at the option of LESSOR, terminate this Lease. The consent of LESSOR to the assignment or subleasing of any interest in this Lease by LESSEE shall not be unreasonably withheld.

**12. Utilities/ Taxes/ Assessments.**

a. LESSOR shall furnish all utilities and services to the Property at LESSOR's sole cost, except telephone service, including garbage collection and reasonable quantities of water and electricity and sewer hook up. LESSOR shall not be liable for failure to furnish such utilities or services to the Property if the failure results from causes beyond LESSOR's reasonable control, but in case of a failure, LESSOR will take all reasonable steps to restore the interrupted utilities and services.

b. LESSEE shall pay for telephone service to the Property, and all deposits and installation charges related thereto. LESSEE shall also pay for and provide custodial services for LESSEE's relocatable buildings at LESSEE's sole cost and expense.

c. All taxes and assessments levied or assessed against the Property during the term of this Lease shall be paid by LESSEE. However, nothing contained in this Lease shall be construed to obligate LESSEE to pay taxes, assessments, fees or other charges when LESSEE's property or property interest is exempt from such payment under applicable law.

d. The parties intend that this Lease be tax-exempt. In the event this Lease is determined to be taxable rather than tax-exempt by reason of LESSEE's use of the Property, LESSEE shall indemnify LESSOR against all additional costs that may be incurred by LESSOR as a result of that determination, including without limitation reimbursement for all additional sums LESSOR is required to pay.

**13. Maintenance and Repairs.** LESSEE shall at its sole cost maintain the Property and all improvements on the Property in good order and repair, reasonable wear and tear excepted, and in a safe, clean, attractive and sanitary condition, weed-free, to the standard maintained on the rest of the Oak Hill Elementary School campus and shall repair all damage resulting from use of the Property by LESSEE or LESSEE's employees, agents, guests, invitees or representatives. At LESSEE's request, LESSOR shall change the filters on the HVAC system and replace lighting tubes in LESSEE's relocatable buildings on the Property.

**14. Insurance.**

a. **Public Liability and Property Damage.** LESSEE, at its sole cost and expense, shall for the duration of this Lease maintain a public liability and property damage insurance policy with a single combined limit of Two Million Dollars (\$2,000,000), insuring against all liability of LESSEE and LESSEE's authorized representatives arising out of and in connection with LESSEE's use and occupation of the Property and the relocatable buildings and other improvements to be constructed on the Property. Any and all of said coverage may be provided through a Joint Powers Authority. LESSOR shall be named as an additional insured by endorsement.



For any contractor retained by LESSEE doing work on the Property, LESSEE shall furnish to LESSOR a separate certificate and endorsement from each such contractor showing all of the same insurance as required above and listing LESSOR and LESSEE as additional insureds on the contractor's policy, provided however, for such contractors, the combined single limit of commercial general liability and property damage insurance may be One Million Dollars (\$1,000,000).

**b. Fire Insurance.** LESSEE shall, at its sole cost and expense, for the duration of this Lease maintain on all of its property and improvements on the Property an all risk policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements, in the amount of at least 100% of the replacement cost of the same.

**c. Worker's Compensation.** LESSEE shall, at its sole cost and expense, at all times during the term of this Lease provide and maintain worker's compensation insurance coverage for LESSEE's use and occupation of the Property.

**d. Other Insurance Matters.** Prior to use of the Property, LESSEE shall provide LESSOR with proof of insurance in the form of each policy or a certificate of insurance for each policy which evidences the coverage described in subparagraphs a, b and c of this paragraph 14. All insurance required under this Lease shall (1) be issued by insurance companies authorized to do business in the State of California, (2) be issued as the primary policy, (3) contain an endorsement requiring at least thirty (30) days' written notice from the insurance company to both parties before cancellation or change in the coverage, scope or amount of any policy or expiration or termination of coverage. Prior to commencement of the lease term, and on renewal of the policy, not less than 15 days before expiration of the term of the existing policy, LESSEE shall deliver each policy, or a certificate of the policy, together with evidence of payment of premiums, to LESSOR. The additional insured endorsement, signed by the underwriter, shall accompany the appropriate certificate.

**15. Waiver of Subrogation.** The parties release each other, and their respective authorized representatives, from any claims for damage to any person or to the Property and to the personal property, improvements and alterations of either LESSOR or LESSEE in or on the Property that are caused by or result from risks insured against under any insurance policies carried by the parties and in force at the time of any such damage.

**16. Indemnification and Exculpation.** LESSOR shall not be liable to LESSEE, and LESSEE hereby waives all claims against LESSOR for any injury or damage to any person or property in or about the Property by or from any cause whatsoever.

LESSEE shall indemnify, defend, protect and hold harmless LESSOR, its officers, trustees, employees and agents from and against any and all liability, losses, claims, damages, expenses, and costs (including reasonable fees of attorneys, expert witnesses and consultants, and litigation costs) of every nature arising out of or in connection with

LESSEE's use and occupation of and presence on the Property, when such injury or damage shall be caused in part or in whole by the act, neglect, omission or fault of LESSEE, LESSEE's directors, officers, employees, agents, patrons, contractors, or invitees.

**17. Damage and Destruction to LESSEE's Improvements.** If the improvements constructed on the Property by or for the benefit of LESSEE are totally or partially destroyed, LESSEE may, at LESSEE's sole discretion, either restore the improvements to substantially the same condition as they were in immediately prior to such destruction or terminate this Lease. If LESSEE elects to terminate this Lease, LESSEE shall restore the Property to its original condition, which includes clearing the site of debris. LESSEE bears all risk of loss or damage to any buildings, fixtures, equipment and improvements on the Property from fire, theft or other casualty, whether or not insured, and shall hold LESSOR harmless with respect to any such loss or damage during the term of this Lease and any extensions or renewals of this Lease.

**18. Entry By LESSOR.** LESSOR reserves and shall at any and all times have the right to enter onto the Property to inspect the same or to supply any service to be provided by LESSOR to LESSEE under this Lease and to post notices of nonresponsibility.

**19. Hazardous Materials.**<sup>1</sup> LESSEE shall not cause or permit any hazardous materials to be used, stored, generated, treated, handled or disposed of on or beneath the Property. LESSEE shall comply with the provisions of Health and Safety Code section 25359.7 regarding notice to LESSOR of the release of a hazardous substance.

If LESSEE knows or has reasonable cause to believe that any release of a hazardous substance has come or will come to be located on or beneath the Leased Property, LESSEE shall, within a reasonable period of time, either prior to the release or following the discovery by LESSEE of the presence or believed presence of the hazardous substance release, given written notice of that condition to LESSOR. If LESSEE causes or

---

<sup>1</sup>. The term "hazardous materials" when used in this Lease shall mean any hazardous waste or hazardous substance as defined in any federal, state, or local statute, ordinance, rule, or regulation applicable to the Leased Property, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (Title 42 United States Code §§9601-9662), the Resource Conservation and Recovery Act (Title 42 United States Code §§6901-6992k), the Carpenter-Presley-Tanner Hazardous Substance Account Act (Health and Safety Code §§25300-25395), and the Hazardous Waste Control Law (Health and Safety Code §§25100-25250.25). "Hazardous materials" shall also include asbestos or asbestos-containing materials, radon gas, and petroleum or petroleum fractions, whether or not defined as a hazardous waste or hazardous substance in any such statute, ordinance, rule, or regulation.

permits the presence of any hazardous materials on the Leased Property, and this results in contamination, LESSEE shall promptly, at its sole expense, take any and all necessary actions to return the Leased Property to the condition existing prior to the presence of any such hazardous materials on the Leased Property. LESSEE shall first obtain LESSOR's approval for any such remedial action.

If hazardous materials are used, stored, generated or disposed of on the Leased Property except as permitted above, or if the Leased Property becomes contaminated in any manner for which LESSEE is legally liable, LESSEE shall indemnify, defend by counsel acceptable to LESSOR and hold LESSOR harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, a decrease in the value of the Property and attorneys' fees) arising during or after the term of this Lease and arising as a result of such contamination by LESSEE. This indemnification includes, without limitation, any and all cleanup costs incurred due to any investigation of the site or any cleanup, removal or restoration mandated by a federal, state or local agency or political subdivision. LESSEE's obligations under this paragraph shall exist regardless of whether LESSOR is alleged or held to be strictly or jointly and severally liable.

**20. Compliance With Applicable Laws and Regulations.** LESSEE shall, at LESSEE's sole cost and expense, comply with all applicable federal, state, county or municipal laws, ordinances, rules, regulations, requirements and orders, present or future, that may in any way apply to the installation and maintenance of the relocatable buildings and related improvements for the operation of a licensed child care program on the Property during the term of this Lease, including but not limited to compliance with applicable zoning ordinances, obtaining conditional use or other necessary permits, and compliance with all applicable construction and safety codes which may require permits or approvals prior to the installation or alteration of improvements on the Property or as a condition of the use or occupancy of the Property and related improvements by LESSEE.

**21. Notice.** All notices or other communications that either party may be required or desire to give to the other party under this Lease shall be in writing and shall be served personally or by certified or first class mail, postage prepaid, addressed as follows or to such other address as either party may provide to the other party in writing:

LESSOR: Center Unified School District  
8408 Watt Avenue  
Elverta, CA 95626  
Attention: Douglas R. Smith, Business Manager

LESSEE: [Insert name and contact person]

Service shall be deemed complete upon deposit in the United States mail or upon personal delivery. Notice by mail shall be deemed to be effective even though the party to whom it is addressed does not claim its mail. Either party may change such address by written notice to the other party.

## 22. Default By Lessee.

- a. All covenants and agreements contained in this Lease are conditions to this Lease and to the property interest hereby granted to LESSEE. Should LESSEE default in the performance of any covenant, condition or agreement contained in this Lease, and such default continue for a period of more than fifteen (15) days after notice in writing given by LESSOR to LESSEE, LESSOR may, at LESSOR's option, and without further notice, terminate this Lease and reenter and regain possession of the Property in the manner then provided by the unlawful detainer laws of the State of California. In such event, LESSEE shall have no claim either in law or in equity against LESSOR or the Property.
- b. The occurrence of any of the following shall constitute a material default and breach of this Lease by LESSEE:
  - (1) any failure by LESSEE to pay the rent or to pay any other payment required to be made by LESSEE hereunder;
  - (2) the abandonment or vacation of the Property or the relocatable buildings and related improvements on the Property by LESSEE;
  - (3) a failure by LESSEE to observe and perform any other provision of this Lease to be observed or performed by LESSEE;
  - (4) the making by LESSEE of any general assignment for the benefit of creditors; the filing by or against LESSEE of any petition to have LESSEE adjudged bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against LESSEE, the same is dismissed within sixty (60) days of the appointment of a trustee or a receiver to undertake possession of substantially all of LESSEE's interest in this Lease), where possession is not restored to LESSEE within thirty (30) days; or the attachment, execution, or any judicial seizure of substantially all of LESSEE's assets located on the Property or LESSEE's interest in this Lease, where such seizure is not discharged within thirty (30) days.
- c. In the event of any such default by LESSEE, then in addition to any other remedies available to LESSOR at law or in equity, LESSOR shall have the immediate option to terminate this Lease and all rights of LESSEE hereunder by giving written notice of such intention to terminate. In the event that LESSOR shall elect to so terminate this Lease, then LESSOR may recover from LESSEE the following:

(1) the worth at the time of award of any unpaid rent which had been earned after termination until the time of such termination; plus

(2) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss LESSEE proves could have been reasonably avoided; plus

(3) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that LESSEE proves could be reasonably avoided; plus

(4) any other amount necessary to compensate LESSOR for all the detriment proximately caused by LESSEE's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom; plus

(5) such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable California law.

As used in subparagraphs 1 and 2 above, the "worth at the time of award" is computed by allowing interest at the rate of ten percent (10%) per annum. As used in subparagraph 3 above, the "worth at the time of award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

d. In the event of any such default by LESSEE, LESSOR shall also have the right, with or without terminating this Lease, to reenter the Property and remove all persons and personal property from the Property; such property may be removed and stored in a public warehouse or elsewhere at the cost and for the account of LESSEE.

**23. Waiver.** Failure or omission of LESSOR to terminate this Lease for any violation of its terms, conditions or covenants shall in no way be deemed to be consent by LESSOR to such violation. A waiver of one breach will not be construed as a waiver of any subsequent breach by LESSEE, whether of the same or any other provision of this Lease, and the acceptance of rent following any such breach shall not constitute a waiver of any breach of any term, covenant, or condition of this Lease.

**24. Surrender of Property and Holding Over.** At the end of the Initial Term, or the Extended Term(s) if LESSEE exercises the Option, or on sooner termination of this Lease in accordance with the terms and conditions set forth in the Lease, LESSEE shall surrender the Property and give peaceable possession of the Property to LESSOR in good condition, usual wear excepted. LESSEE shall perform all restoration made necessary by the removal of LESSEE's personal property within the time period stated in paragraph 8j of this Lease. In the event LESSOR and LESSEE agree in advance of the termination of the lease term to

transfer to LESSOR all right, title and interest of LESSEE in LESSEE's relocatable buildings, on terms and conditions agreed upon by the parties, said relocatable buildings shall remain on the Property.

LESSOR can elect to retain or dispose of in any manner the improvements or LESSEE's personal property that LESSEE does not remove from the Property on expiration or termination of the term as allowed or required by this Lease by giving at least ten (10) days' notice to LESSEE. Title to any such improvements or LESSEE's personal property that LESSOR elects to retain or dispose of on expiration of the 10-day period, shall vest in LESSOR. LESSEE waives all claims against LESSOR for any damage to LESSEE resulting from LESSOR's retention or disposition of any such improvements or LESSEE's personal property. LESSEE shall be liable to LESSOR for LESSOR's costs for storing, removing and disposing of any alterations or LESSEE's personal property.

If LESSEE fails to surrender the Property to LESSOR for ten (10) days after termination of the term as required by this paragraph, LESSEE shall hold LESSOR harmless from all damages resulting from LESSEE's failure to surrender the Property.

**25. Signs.** LESSEE, at its cost, shall have the right to place, construct and maintain one sign on the exterior wall of one of the relocatable buildings placed on the Property, advertising its business on the Property. LESSEE shall not have the right to place, construct, or maintain any other sign, advertisement, awning, banner or other exterior decoration without LESSOR's prior written consent. LESSOR shall have the sole right to determine the type of sign to be installed, including the size of the letters, style and color.

**26. Severability.** Should any term or provision of this Lease be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining terms or provisions shall not be affected thereby, and each term or provision of this Lease shall be valid and be enforced as written to the full extent permitted by law.

**27. Entire Agreement.** This Lease, including three (3) exhibits, contains the entire agreement between the parties and supersedes all prior understandings between them with respect to the subject matter of this Lease. There are no promises, terms, conditions or obligations, oral or written, between the parties relating to the subject matter of this Lease that are not fully expressed in this Lease. This Lease may not be modified, changed, supplemented or terminated, nor may any obligation hereunder be waived except by written instrument signed by the party to be charged, or by its agent, duly authorized in writing, or as otherwise expressly permitted in this Lease.

**28. California Law.** This Lease shall be construed in accordance with and governed by the laws and decisions of the State of California.

**29. Binding Effect.** This Lease shall inure to the benefit of and be binding upon the parties and their heirs, executors, administrators, successors and assigns. However, nothing contained in this paragraph shall be construed as a consent by LESSOR to any assignment of this Lease or any interest in this Lease by LESSEE except as provided in paragraph 11 of this Lease.

**30. Relationship of the Parties.**

a. Nothing contained in this Lease shall create a partnership, joint venture or employment relationship between LESSOR and LESSEE. Neither LESSOR nor LESSEE shall be liable, except as otherwise expressly provided for in this Lease, for any obligations or liabilities incurred by the other.

b. The parties, and each of them, understand and agree that LESSEE shall provide all personnel necessary to provide the daytime child care program LESSEE is permitted to provide on the Property under this Lease. Such personnel shall be entirely and exclusively under the direction, supervision and control of LESSEE. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging, or any other terms of employment or requirements of law, including the provision of workers' compensation insurance, shall be determined by and be the responsibility of LESSEE, and LESSOR shall have no right or authority over such persons or the terms of such employment.

**31. Attorney's Fees.** In the event of any action or proceeding brought by one party against the other party under this Lease, the prevailing party shall be entitled to recover for the fees of its attorneys in such action or proceeding in such an amount as the court may judge reasonable.

LESSOR and LESSEE have executed this Lease the day and year first above written.

LESSOR:

By: \_\_\_\_\_

LESSEE:

By: \_\_\_\_\_

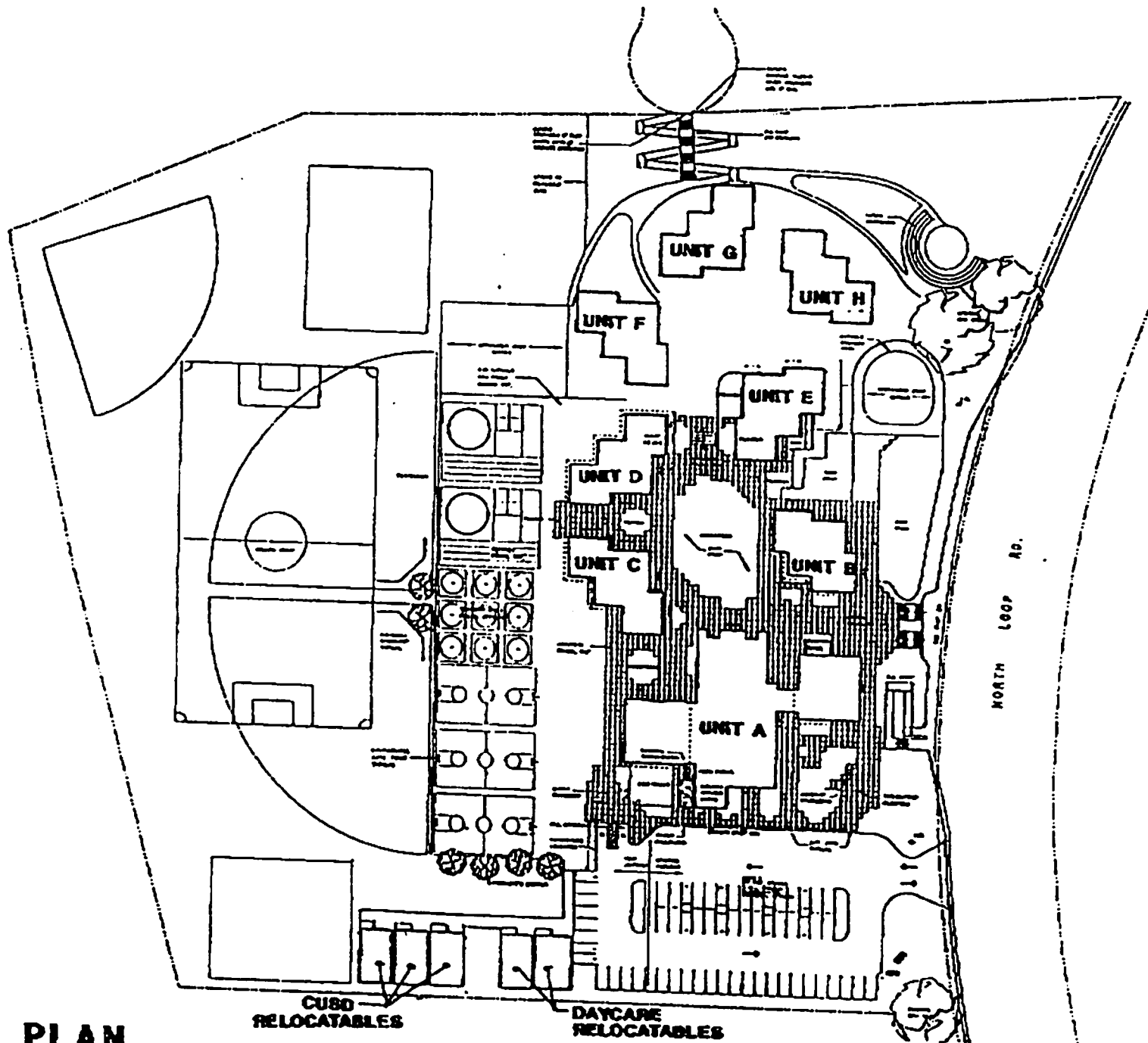


EXHIBIT A

## SITE PLAN

OAK HILL ELEMENTARY SCHOOL  
CENTER UNIFIED SCHOOL DISTRICT

LIONAKIS BEAUMONT DESIGN



## **EXHIBIT B**

### **List of Improvements and Estimated Costs OAK HILL ELEMENTARY SCHOOL May 18, 1994**

List of improvements for one 24' x 40' portable unit and one 36' x 40' portable unit (to be acquired by LESSEE) for a child care program. The estimated total cost for the improvements listed below is \$59,012. Costs are estimated and are subject to change. Utility connections are to both units unless otherwise specified.

1. Sanitary sewer utility connection
2. Water connection
3. Telephone connection
4. Fire Alarm
5. Electrical power
6. Concrete sidewalk (according to pending plan from architect)
7. Final utility hook-up
8. Architectural/Engineering Fees
9. Division of State Architect Plan Check Fees

*Center Joint Unified School District*

**AGENDA REQUEST FOR:**

**Dept./Site:** Facilities & Operations Department

**To:** Board of Trustees

**Action Item**   X  

**Date:** September 15, 2010

**Information Item**       

**From:** Craig Deason, Assist. Supt.

**# Attached Pages**       

**Assist. Supt. Initials:**   CD  

**SUBJECT:** Ground Lease Agreement: North Highlands  
Recreation & Park District

The Ground Lease Agreement between the North Highlands Recreation and Park District and Center Joint Unified School District extends the original agreement signed in August, 1992, to August 31, 2015.

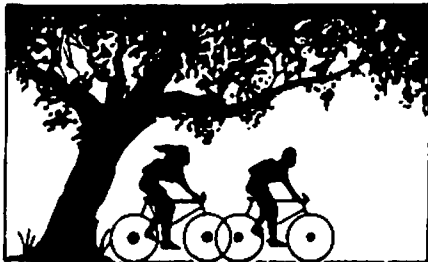
As the extension is for a five year period, the NHRPD Board has included an escape clause in case funding becomes available to develop the park site. The Board allows six months for the school to clear the property, if necessary.

The yearly payment will continue to be \$2,500, due and payable at the beginning of August each year.

**RECOMMENDATION:** That the Board of Trustees approves the Ground Lease Agreement between North Highlands Recreation & Park District and Center Joint Unified School District.

**CONSENT AGENDA**

## NORTH HIGHLANDS



Recreation & Park District

August 18, 2010

Craig Deason  
Assistant Superintendent  
Center Joint Unified School District  
8408 Watt Avenue  
Antelope, Ca. 95843-9116

Dear Mr. Deason:

The Board of Directors, at their August 12, 2010 board meeting, approved your request for a five (5) year extension of the ground lease agreement at Spinelli School.

As the extension is for a five year period, the board felt an escape clause was necessary should funding become available to develop this park site. The board allowed six months for the school to clear the property should this become necessary.

The rest of the agreement, including the annual \$2500 lease payment, is to remain the same.

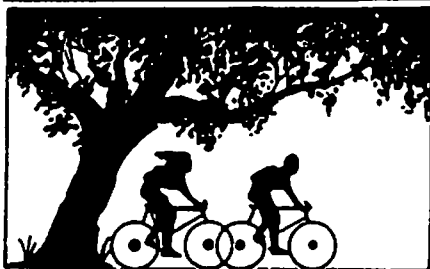
If you have any questions, please give me a call. If not, I am sending two signed copies, please ask Mr. Loehr to sign and return one to the Park District.

Thank you.

Sincerely,

Kay F. Dahill  
District Administrator

Enclosure



August 18, 2010

**CENTER SCHOOL DISTRICT  
GROUND LEASE AGREEMENT  
EXTENSION**

The Ground Lease Agreement between the North Highlands Recreation and Park District and the Center Unified School District has been extended for five (5) years, through August 2015, with one change in the conditions. Under #2, Term, the following has been added:

This Agreement may be terminated by either party before expiration of its term in any one of the following ways:

- (1) By mutual agreement of the parties, expressed in writing.
- (2) By School or Park District upon giving to other party at least six (6) months written notice of termination.

The yearly payment will continue to be \$2,500, due and payable at the beginning of August each year.

Alan Matré, Chairperson  
North Highlands Recreation and  
Park District.

\_\_\_\_\_  
Scott Loehr, Superintendent  
Center Unified School District

*Center Joint Unified School District*

<b>AGENDA REQUEST FOR:</b>	
Dept./Site: Transportation Department	Action Item <u>  X  </u>
To: Board of Trustees	Information Item <u>      </u>
Date: September 15, 2010	# Attached Pages <u>  5  </u>
From:	
Principal/Administrator Initials: <u>CD</u>	

<b>SUBJECT:</b>	Approval for PSA for Isabella Maranon
<b>CONSULTANT'S NAME:</b>	Isabella Maranon
<b>COMPANY NAME (if applicable):</b>	
<b>SERVICES TO BE RENDERED:</b>	Instruction/training for Bus Drivers and Certification Updating of Records
<b>DATES OF SERVICE:</b>	9/1/10 - 5/31/10
<b>PAYMENT PER DAY:</b>	
<b>TOTAL AMOUNT OF CONTRACT:</b>	Not to Exceed \$5700.00
<b>FUNDING SOURCE:</b>	01-7230-0-5800-112-0000-3600-007-000
<b>RECOMMENDATION:</b> CJUSD Board of Trustees Approve Professional Services Agreement as presented.	

**CONSENT AGENDA**



Center Unified School District  
8408 Watt Avenue  
Antelope, California 95843

## PROFESSIONAL SERVICES AGREEMENT

This agreement for professional services is entered into this \_\_\_\_\_ day of \_\_\_\_\_ by and between the Center Unified School District and the person(s) or firm described below hereinafter described as CONTRACTOR. Persons performing services under this contract hold themselves out to be independent contractors, not employees of the DISTRICT, and hold(s) the DISTRICT harmless from claims under workers' compensation laws. CONTRACTOR further declares that he/she/it is/are in the business of providing the described service for any and all persons/organizations desiring such services, that such services are not provided exclusively for Center Unified School District. CONTRACTOR also holds the DISTRICT harmless from claims arising from loss, damage, or injury while performing the stipulated services.

Contractor Name: Isabella Maranon

Address: 3625 3rd Ave., Sacramento, CA 95817

Phone: (916) 813-2566

Taxpayer ID # [REDACTED]

Full description of services to be provided:

Renewal training including classroom instruction and behind the wheel training, TOI, inservice training; driver certification driver record updating.

Payment \$ 35 per hour. CONTRACTOR will submit a signed invoice not more frequently than monthly, detailing services provided and charges. Payment will be made within forty-five days after receipt of invoice or service, whichever is later.

Beginning Date of Service: 9/1/10

Frequency of Service: As needed

Ending Date of Service: 5/31/10

Method of Payment and Tax Reporting: (check one)

☐ Variable Payroll - W-2 Generated (Requires completion of W-4 & I-9 in Personnel Dept.)

☒ Accounts Payable - 1099 Generated (Requires completion of W-9 on back of this form).

Not to exceed:

\* See attached cost breakdown.

Total amount of this contract \$ 5700.00 Budget # 01-7230-C-5800-112-0000-3600-007-000

Reason service cannot be provided by a District employee:

We have no employees with a State Bus Driver Trainer Certificate.

Signature of CONTRACTOR: Isabella Maranon

Date: 9-1-10

Signature of District employee requesting service: Craig Deason

Date: 9/1/10

Signature of Accounting Supervisor: \_\_\_\_\_

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

Date Board of Trustees Approved (If over \$500.00): \_\_\_\_\_

Signature of Authorized Contracting Official: \_\_\_\_\_

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

\*\*\* CONTRACT NOT VALID WITHOUT AUTHORIZED DISTRICT SIGNATURE \*\*\*

# INDEPENDENT CONTRACTOR OR EMPLOYEE? DISTRICT GUIDELINES

## PART I

	YES	NO
1. Has this category of worker already been classified an "employee" by the IRS? Refer to page 1 for individuals listed in IRS Publication SWR 40 and others identified during the IRS compliance studies in San Diego County.		
2. Is the individual working as an employee prescribed by the Education Code? Education Code sections 45100-45451/88000-88263 define what constitutes classified service and 44800-45060/87000-87333 define certificated service. The IRS predisposes an employer/employee relationship when state law mandates such a relationship.		✓
3. Is the individual already an employee of the district in another capacity?		✓
4. Has the individual performed substantially the same services for the district as an employee in the past? <i>Is the individual retired, returning to substitute, or train, etc.?</i>		✓
5. Are there currently employees of the district doing substantially the same services as will be required of this individual?		✓
6. Does the district have the legal right to control the method of performance by this individual? <i>Consider whether the district has to train this individual or give instruction as to when, where, how, and in what order to work. Does the district require the individual to submit reports or perform the services at a district site? These factors would indicate the district maintains control sufficient for an employer/employee relationship. However, it is <u>not necessary</u> that the district <u>exercise</u> this right or have the expertise required to do so. In many cases this would not be practical nor advisable.</i>		✓
7. Are the services, as being provided, an integral part of school operations? Are the services being provided necessary to the operation of the school, program, project, etc.? This indicates the district has an interest in the method of performance and implies the maintenance of legal control.		✓

If the answer to any of the above questions is "YES",

### STOP HERE

Do not complete the rest of the questions. The individual is the district employee and must be paid and reported accordingly.

If all of the above are "NO", continue...

## PART II

	YES	NO
8. Must the required service be performed by this individual? <i>Consider whether or not the individual may designate someone else to do the work without the district's knowledge or approval</i>		✓
9. Does the district have a continuing relationship with this individual? <i>Is this a "one shot deal" or will the district continue to use this individual in the future? This could be on an infrequent or irregular basis but a continuous relationship exists.</i>		✓
10. Can this relationship be terminated without the consent of <u>both</u> parties?		✓

If the answer to questions 8, 9, or 10 is "YES", there is a good possibility that an employment relationship exists. Questions 8 & 9 are indicators of district control that, in conjunction with other factors, imply an employment relationship. Go back to PART I and re-evaluate each question. If questions 1-7 are still all "NO", continue...

PART II - continued

	YES	NO
<p>11. Does the individual operate an <u>independent</u> trade or business that is available to the general public?</p> <p><i>A determining factor in judging independence is the performance of services to the general public. In evaluating this criteria, school districts are considered to be separate entities. Keep in mind: if the district is utilizing this individual's services on a full-time basis, the individual is <u>not</u> available to the general public. NOTE: Possession of a business license or incorporation does <u>not</u> automatically satisfy this requirement. The determination <u>must</u> be made on the actual <u>relationship</u> between the district and the individual performing services.</i></p>	✓	
<p>12. Does the individual have a substantial investment in his/her business, i.e. maintains a facility, equipment, etc.?</p> <p><i>This is indicative of economic risk inherent in business enterprises. An independent contractor must be able to make a profit or sustain a loss.</i></p>	✓	

If either 11 or 12 are "NO", the individual is a district employee

**STOP HERE**

and process the individual through payroll.

If 11 and 12 are both "YES", continue

	YES	NO
<p>13. Does the individual provide all materials and support services necessary for the performance of this service?</p> <p><i>The district should not be providing office space, clerical, secretarial, or any other support for this individual such as materials, xeroxing, printing, office supplies, etc. Any necessary assistants would be hired by the individual.</i></p>		
<p>14. Is this paid by the job or on a commission?</p>		
<p>15. Does the individual bear the cost of any travel and business expenses incurred to perform this service?</p> <p><i>Generally, these types of expenses are paid by an employer, however, some contracts provide for payment of airfare, mileage, etc. for consultants.</i></p>		

If 11 and 12 are "YES", 13 through 15 should also be "YES" and are items that should be written into the consultant contract. This individual is an independent contractor. A "YES" on questions 13 through 15 supports the district's conclusion and substantiates a "reasonable basis" for treatment as an independent contractor. While there are circumstances where the district might pay contractually provided expenses, these should be kept at a minimum to avoid giving the impression of an employment relationship.



# Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name <u>Isabelle Maranan</u>	
Business name, if different from above	
Check appropriate box: <input checked="" type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other <input type="checkbox"/> Exempt	
Address (number, street, and apt. or suite no.) <u>3625 3rd Ave</u>	Requester's name and address (optional)
City, state, and ZIP code <u>Sacramento CA 95817</u>	
List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number								
[REDACTED]								
OR								
Employer identification number								
[REDACTED]								

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the Instructions on page 2.)

Sign Here Signature of U.S. person Isabelle

Date 9-1-10

## Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments after December 31, 2001 (29% after December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate instructions for the Requester of Form W-9.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

## **Bus Driver Trainer Hours**

TO1 Training	2 Hours / Month (Sept., Nov., Dec., Jan., Feb., Mar., Apr., May)	16 Hours
Renewal Training	Classroom	14 Hours
	Behind the wheel – 3 people 12 hours each	56 Hours
Paperwork	Not to exceed 8 hours per month Paperwork includes driver notifications, training preparation, and updating driver files for CHP records. (Sept., Oct., Nov., Jan., Feb., Mar., Apr., May)	64 Hours
	Total	150 Hours
Cost: \$35 / Hour		x <u>\$35</u>
	Hourly Cost	\$ 5250
Travel and Materials		<u>\$ 450</u>
		\$ 5700

# Center Unified School District

**AGENDA REQUEST FOR:**

**Dept./Site:** Business Department

**Date:** 09/01/10

**Action Item**

**To:** Board of Trustees

**Information Item**

**From:** Jeanne Bess

**# Attached Page** 1

**Principal's Initials:** \_\_\_\_\_

**SUBJECT:**

**APPROVAL OF CENTER UNIFIED SCHOOL DISTRICT  
PAYROLL-ORDERS**

The Governing board is asked to approve the attached payroll  
Orders for July 2010 through August 2010.

**RECOMMENDATION:** That the CUSD Board of Trustees approve the  
District Payroll Orders for July through August 2010.

**CONSENT AGENDA**

<b>DISTRICT PAYROLL-SUMMARIZED FOR FISCAL YEAR ENDING JUNE 30,2011</b>
--

	REGULAR	VARIABLE	SPECIAL	TOTAL PAYROLL	#OF TRANSACTIONS
JULY	\$ 1,026,215.77			\$ 1,026,215.77	211
AUG	\$ 2,444,142.07			\$ 2,444,142.07	531
SEPT				\$ -	
OCT				\$ -	
NOV				\$ -	
DEC				\$ -	
2-Jan				\$ -	
JAN				\$ -	
FEB				\$ -	
MARCH				\$ -	
APRIL				\$ -	
MAY				\$ -	
JUNE				\$ -	
SPECIAL				\$ -	
SPECIAL				\$ -	
	\$ 3,470,357.84	\$ -	\$ -	\$ 3,470,357.84	742

# Center Unified School District

**AGENDA REQUEST FOR:**

**Dept./Site:** Business Department

**Date:** AUGUST 2010

**To:** Board of Trustees

**From:** Jeanne Bess

**Action Item**

**Information Item**

**# Attached Pages** 57

**SUBJECT: Supplemental Agenda – Commercial Warrant Registers**

**August 13,2010 , \$199,469.43, August 20, 2010, \$200,470.93**

**August 27, 2010, \$ 295,599.63**

**The commercial warrant payments to vendors totals  
\$ 695,539.99**

**RECOMMENDATION: That the CUSD Board of Trustees approve the  
Supplemental Agenda – Vendor Warrants as  
presented**

**CONSENT AGENDA**

**XV-14**

81 CENTER UNIFIED SCHOOL DIST.  
08-13-2010

ACCOUNTS PAYABLE PRELIST

J3242 APY500 H.02.05 08/12/10 PAGE 0

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Batch status: A All

From batch: 0007

To batch: 0008

Include Revolving Cash: Y

Include Address: Y

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num
Req Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP	Liq Amt	Net Amount
010002/00	ALDAR ACADEMY 4436 ENGLE ROAD SACRAMENTO, CA 95821				
471 PO-110412	08/13/2010	JULY	1 01-6500-0-5800-102-5750-1180-003-000 NN P	1,723.04	1,723.04
TOTAL PAYMENT AMOUNT				1,723.04 *	1,723.04
019311/00	ALIGNMENT SPECIALTIES 5316 ROSEVILLE RD. SUITE G N. HIGHLANDS, CA 95660	561190683			
515 PO-110451	08/13/2010	006347	1 01-7230-0-4300-112-0000-3600-007-000 NY F	2,141.74	2,141.74
515 PO-110451	08/13/2010	006347	2 01-7230-0-5600-112-0000-3600-007-000 NY F	752.50	752.50
TOTAL PAYMENT AMOUNT				2,894.24 *	2,894.24
011518/00	ARCAVATE CORPORATION SUNSHINE YOGA P.O. BOX 2174 MATTHEWS, NC 28106				
523 PO-110459	08/13/2010	4539	1 01-0000-0-4300-475-3200-1000-015-000 NN F	258.83	258.83
TOTAL PAYMENT AMOUNT				258.83 *	258.83
021604/00	ATLAS DISPOSAL INDUSTRIES DEPT# 2056 P.O. BOX 29675 PHOENIX, AZ 85038-9675				
8 PO-110014	08/13/2010	19-001	1 01-0000-0-5550-106-0000-8110-007-000 NN P	213.97	213.97
8 PO-110014	08/13/2010	19-002	1 01-0000-0-5550-106-0000-8110-007-000 NN P	736.00	736.00
8 PO-110014	08/13/2010	19-007	1 01-0000-0-5550-106-0000-8110-007-000 NN P	1,435.02	1,435.02
8 PO-110014	08/13/2010	19-009	1 01-0000-0-5550-106-0000-8110-007-000 NN P	1,061.45	1,061.45
8 PO-110014	08/13/2010	19-008	1 01-0000-0-5550-106-0000-8110-007-000 NN P	223.30	223.30
8 PO-110014	08/13/2010	19-005	1 01-0000-0-5550-106-0000-8110-007-000 NN P	278.79	278.79
8 PO-110014	08/13/2010	19-004	1 01-0000-0-5550-106-0000-8110-007-000 NN P	432.86	432.86
8 PO-110014	08/13/2010	19-003	1 01-0000-0-5550-106-0000-8110-007-000 NN P	501.24	501.24
8 PO-110014	08/13/2010	19-006	1 01-0000-0-5550-106-0000-8110-007-000 NN P	391.85	391.85
8 PO-110014	08/13/2010	20-001	1 01-0000-0-5550-106-0000-8110-007-000 NN P	429.36	429.36
TOTAL PAYMENT AMOUNT				5,703.84 *	5,703.84

81 CENTER UNIFIED SCHOOL DIST.  
08-13-2010

ACCOUNTS PAYABLE PRELIST  
BATCH: 0007 08-13-10  
FUND : 01 GENERAL FUND

J3242 APY500 H.02.05 08/12/10 PAGE 2  
<< Open >>

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num		
Req Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP	Liq Amt	Net Amount		
022222/00	BEENTJES, TONIA						
409 PO-110440	08/13/2010	REIMB	1 01-0000-0-4300-159-1110-1000-003-000 NN F	177.03	177.03		
TOTAL PAYMENT AMOUNT				177.03 *		177.03	
016708/00	CALIFORNIA EDUCATIONAL CREATIONS P.O. BOX 903 CHINO HILLS, CA 91709						
172 PO-110171	08/13/2010	DRIVER ED	1 01-0000-0-4300-472-1286-1000-014-000 NN F	146.03	146.03		
TOTAL PAYMENT AMOUNT				146.03 *		146.03	
018453/00	CANYON CREEK P.O. BOX 540073 NORTH SALT LAKE, UT 84054						
455 PO-110396	08/13/2010	2010-10036	1 01-0052-0-5800-103-1110-1000-003-000 NN F	1,001.00	1,001.00		
TOTAL PAYMENT AMOUNT				1,001.00 *		1,001.00	
017771/00	CIVT P.O. BOX 6691 FOLSOM, CA 95763-6691						
498 PO-110436	08/13/2010	1173	1 01-0000-0-5800-472-1801-1000-014-000 NN F	675.00	675.00		
TOTAL PAYMENT AMOUNT				675.00 *		675.00	
016483/00	DEVELOPMENTAL STUDIES CENTER 2000 EMBARCADERO, STE. 305 OAKLAND, CA 94606						
27 PO-110002	08/13/2010	59561	1 01-3010-0-4200-240-1110-1000-011-000 NN F	12,246.00	11,934.00		
TOTAL PAYMENT AMOUNT				11,934.00 *		11,934.00	



81 CENTER UNIFIED SCHOOL DIST.  
08-13-2010

ACCOUNTS PAYABLE PRELIST  
BATCH: 0007 08-13-10  
FUND : 01 GENERAL FUND

J3242 APY500 H.02.05 08/12/10 PAGE 3  
<< Open >>

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
Req Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP				
010416/00	EBSCO SUBSCRIPTION SERVICES						
	P.O. BOX 92901						
	LOS ANGELES, CA 90009-2901						
173 PO-110172	08/13/2010	0442641	1 01-0000-0-4300-472-0000-2420-014-000 NN F		560.05	548.52	
TOTAL PAYMENT AMOUNT			548.52 *			548.52	
014292/00	FLINN SCIENTIFIC						
	P.O. BOX 219						
	BATAVIA, IL 60510						
166 PO-110165	08/13/2010	1393947	1 01-0000-0-4300-472-1275-1000-014-000 NN F		475.62	469.48	
240 PO-110220	08/13/2010	1393944	1 01-0000-0-4300-371-1110-1000-012-000 NN F		502.67	520.23	
TOTAL PAYMENT AMOUNT			989.71 *			989.71	
015137/00	FRED PRYOR SEMINARS	431830400					
	P.O. BOX 219468						
	KANSAS CITY, MO 64121-9468						
516 PO-110452	08/13/2010	89482	1 01-7230-0-5800-112-0000-3600-007-000 NN F		3,000.00	3,000.00	
TOTAL PAYMENT AMOUNT			3,000.00 *			3,000.00	
022347/00	GIVE SOMETHING BACK						
	P.O. BOX 89-4135						
	LOS ANGELES, CA 90189-4135						
164 PO-110163	08/13/2010	1714338-0	1 01-0000-0-4300-472-1251-1000-014-000 NN F		1,314.65	1,262.34	
179 PO-110175	08/13/2010	1714367-0	1 01-0000-0-4300-472-1260-1000-014-000 NN F		177.08	171.85	
190 PO-110184	08/13/2010	1714373-0	1 01-0000-0-4300-472-1215-1000-014-000 NN P		161.43	161.43	
190 PO-110184	08/13/2010	1714376-0	1 01-0000-0-4300-472-1215-1000-014-000 NN F		10.85	10.85	
304 PO-110271	08/13/2010	1714831-0	1 01-0000-0-4300-472-1224-1000-014-000 NN F		359.19	359.19	
461 PO-110400	08/13/2010	1718096-0	1 01-0000-0-4300-472-0000-2700-014-000 NN F		20.85	20.85	
462 PO-110401	08/13/2010	1718098-0	1 01-7220-0-4300-472-1110-1000-014-000 NN P		382.24	382.24	
462 PO-110401	08/13/2010	1718098-1	1 01-7220-0-4300-472-1110-1000-014-000 NN F		14.39	19.51	
463 PO-110402	08/13/2010	1718103-0	1 01-0000-0-4300-475-3200-2700-015-000 NN F		128.31	128.31	
465 PO-110403	08/13/2010	1718106-0	1 01-7220-0-4300-472-1110-1000-014-000 NN F		835.67	772.37	
466 PO-110404	08/13/2010	1718109-0	1 01-7220-0-4300-472-1110-1000-014-000 NN F		1,031.61	1,038.04	
478 PO-110418	08/13/2010	1718605-0	1 01-0036-0-4300-103-0000-2110-003-000 NN F		9.53	9.48	
TOTAL PAYMENT AMOUNT			4,336.46 *			4,336.46	

81 CENTER UNIFIED SCHOOL DIST.  
08-13-2010

ACCOUNTS PAYABLE PRELIST  
BATCH: 0007 08-13-10  
FUND : 01 GENERAL FUND

J3242 APY500 H.02.05 08/12/10 PAGE 4  
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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
Req Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP				
015201/00	GLOYD, MARION						
520 PO-110456	08/13/2010	REIMB	1 01-7230-0-5800-112-0000-3600-007-000 NN P			39.00	39.00
TOTAL PAYMENT AMOUNT						39.00 *	39.00
018821/00	GRAHAM, EUGENE						
456 PO-110409	08/13/2010	REIMB	1 01-0000-0-5800-115-0000-7700-007-000 NN F			69.00	69.00
457 PO-110410	08/13/2010	REIMB	1 01-0000-0-4300-115-0000-7700-007-000 NN F			129.03	129.03
TOTAL PAYMENT AMOUNT						198.03 *	198.03
014311/00	GRAHAM, PETER						
491 PO-110435	08/13/2010	REIMB	1 01-0000-0-4300-472-0000-2700-014-000 NN F			124.86	124.86
TOTAL PAYMENT AMOUNT						124.86 *	124.86
014044/00	HAGEDORN, ROGER						
38 PO-110040	08/13/2010	JULY	1 01-0000-0-5210-106-0000-8300-007-000 NN P			26.00	26.00
TOTAL PAYMENT AMOUNT						26.00 *	26.00
014466/00	HAYES, TRACY						
441 PO-110395	08/13/2010	REIMB	1 01-0000-0-4300-371-1110-1000-012-000 NN F			116.91	116.91
TOTAL PAYMENT AMOUNT						116.91 *	116.91

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num
Req Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP	Liq Amt	Net Amount
010602/00	HI-LINE ELECTRICAL & MECH P.O. BOX 972081 DALLAS, TX 75397-2081				
517 PO-110453	08/13/2010	10050760	1 01-7230-0-4300-112-0000-3600-007-000 NN F	271.53	271.53
TOTAL PAYMENT AMOUNT				271.53 *	271.53
018990/00	INTERSTATE BATTERY SYSTEM OF SACRAMENTO INC. 2081 D RENE AVENUE SACRAMENTO, CA 95838				
375 PO-110312	08/13/2010	20066435	1 01-7230-0-4300-112-0000-3600-007-000 NN P	44.53	44.53
375 PO-110312	08/13/2010	20066644	1 01-7230-0-4300-112-0000-3600-007-000 NN P	159.71	159.71
TOTAL PAYMENT AMOUNT				204.24 *	204.24
014662/00	JACKSON, STEVEN 	510			
507 PO-110445	08/13/2010	REIMB	1 01-0000-0-4300-371-0000-2700-012-000 NN F	287.22	287.22
TOTAL PAYMENT AMOUNT				287.22 *	287.22
016102/00	KAJLA, AMRIT 	60			
501 PO-110438	08/13/2010	REIMB	1 01-0000-0-4300-102-0000-3140-003-000 NN F	20.56	20.56
TOTAL PAYMENT AMOUNT				20.56 *	20.56
014800/00	LORD, KATHLEEN 				
474 PO-110414	08/13/2010	REIMB	1 01-0054-0-4300-236-1110-1000-009-000 NN F	923.60	923.60
TOTAL PAYMENT AMOUNT				923.60 *	923.60

81 CENTER UNIFIED SCHOOL DIST.  
08-13-2010

ACCOUNTS PAYABLE PRELIST  
BATCH: 0007 08-13-10  
FUND : 01 GENERAL FUND

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<< Open >>

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
Req Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP				
021914/00	LOY MATTISON ENTERPRISES	511602583					
	5420 FENTON WAY						
	GRANITE BAY, CA 95746						
506 PO-110439	08/13/2010 CENTER070110073110V	1	01-0000-0-5800-106-0000-8110-007-000	NY F	325.00	325.00	
	TOTAL PAYMENT AMOUNT		325.00 *			325.00	
015289/00	MCQUEEN, JANET						
	[REDACTED]						
521 PO-110457	08/13/2010 REIMB	1	01-7230-0-5800-112-0000-3600-007-000	NN F	39.00	39.00	
	TOTAL PAYMENT AMOUNT		39.00 *			39.00	
015202/00	MICHEL, JUDITH A.						
	[REDACTED]						
467 PO-110392	08/13/2010 REIMB	1	01-3320-0-3404-475-5730-1110-000-000	NN F	50.00	50.00	
	TOTAL PAYMENT AMOUNT		50.00 *			50.00	
020461/00	MITCHELL, CYNDY						
	[REDACTED]						
469 PO-110393	08/13/2010 REIMB	2	01-7230-0-5300-112-0000-3600-007-000	NN F	12.00	12.00	
469 PO-110393	08/13/2010 REIMB	1	01-7230-0-5800-112-0000-3600-007-000	NN F	420.00	420.00	
	TOTAL PAYMENT AMOUNT		432.00 *			432.00	
018967/00	NEXTEL COMMUNICATIONS INC						
	P.O. BOX 4181						
	CAROL STREAM, IL 60197-4181						
56 PO-110056	08/13/2010 105	1	01-0000-0-5903-106-0000-8300-007-000	NN P	608.26	608.26	
57 PO-110057	08/13/2010 WIRELESSCARDS	1	01-0000-0-5902-115-0000-7700-007-000	NN P	99.96	99.96	
185 PO-110179	08/13/2010 105	1	01-0000-0-5903-472-0000-2700-014-000	NN P	211.76	211.76	
259 PO-110235	08/13/2010 105	1	01-0000-0-5903-236-0000-2700-009-000	NN P	24.80	24.80	
330 PO-110290	08/13/2010 105	1	01-0000-0-5903-101-0000-7150-002-000	NN P	110.52	110.52	
433 PO-110379	08/13/2010 105	1	01-0000-0-5903-103-0000-2110-003-000	NN P	200.46	200.46	
559 PO-110484	08/11/2010 811146315	1	01-0000-0-4300-475-3200-2700-015-000	NN P	12.30	12.30	
	TOTAL PAYMENT AMOUNT		1,268.06 *			1,268.06	

81 CENTER UNIFIED SCHOOL DIST.  
08-13-2010

ACCOUNTS PAYABLE PRELIST  
BATCH: 0007 08-13-10  
FUND : 01 GENERAL FUND

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<< Open >>

Vendor/Addr	Remit name	Tax ID num	Deposit	type	ABA num	Account num	Liq Amt	Net Amount
Req Reference	Date	Description	FD	RESO P OBJE SIT GOAL FUNC RES DEP T9MP				
017576/00		OFFICE DEPOT/BUS.SERVICES DIV P.O. BOX 70025 LOS ANGELES, CA 90074-0025						
205 PO-110194	08/13/2010	526899070002	1	01-0000-0-4300-238-1110-1000-010-000 NN P			13.80	13.80
205 PO-110194	08/13/2010	526899070001	1	01-0000-0-4300-238-1110-1000-010-000 NN F			186.23	186.23
209 PO-110198	08/13/2010	526952452001	1	01-0000-0-4300-238-1110-1000-010-000 NN P			2.78	2.78
209 PO-110198	08/13/2010	526901035001	1	01-0000-0-4300-238-1110-1000-010-000 NN F			255.43	253.10
211 PO-110200	08/13/2010	526902079001	1	01-0000-0-4300-238-1110-1000-010-000 NN P			199.12	199.12
211 PO-110200	08/13/2010	526902079002	1	01-0000-0-4300-238-1110-1000-010-000 NN F			4.17	4.17
213 PO-110202	08/13/2010	526901422001	1	01-0000-0-4300-238-1110-1000-010-000 NN P			112.56	112.56
213 PO-110202	08/13/2010	526901425001	1	01-0000-0-4300-238-1110-1000-010-000 NN F			22.49	21.48
249 PO-110229	08/13/2010	526904759001	1	01-0000-0-4300-238-1110-1000-010-000 NN P			5.61	5.61
249 PO-110229	08/13/2010	526904753001	1	01-0000-0-4300-238-1110-1000-010-000 NN P			213.30	213.30
249 PO-110229	08/13/2010	526904753001	1	01-0000-0-4300-238-1110-1000-010-000 NN P			9.14	9.14
249 PO-110229	08/13/2010	526904753001	1	01-0000-0-4300-238-1110-1000-010-000 NN F			6.13	6.13
262 PO-110237	08/13/2010	526905415001	1	01-6500-0-4300-102-5770-1190-003-032 NN F			342.13	347.39
301 PO-110269	08/13/2010	527077253001	1	01-0000-0-4300-238-1110-1000-010-000 NN F			40.81	40.81
312 PO-110278	08/13/2010	527078251001	1	01-6300-0-4300-240-1110-1000-011-000 NN P			34.84	34.84
312 PO-110278	08/13/2010	527078252001	1	01-6300-0-4300-240-1110-1000-011-000 NN F			28.06	28.06
406 PO-110353	08/13/2010	527536339001	1	01-0000-0-4300-238-1110-1000-010-000 NN P			8.83	8.83
406 PO-110353	08/13/2010	527536336001	1	01-0000-0-4300-238-1110-1000-010-000 NN F			184.57	184.57
TOTAL PAYMENT AMOUNT				1,671.92 *				1,671.92

016784/00 PEST CONTROL CENTER INC.  
3845 MADISON AVENUE  
NORTH HIGHLANDS, CA 95660-501

62 PO-110062 08/13/2010 114078

1	01-0000-0-5500-106-0000-8110-007-000 NN P	712.00	712.00
TOTAL PAYMENT AMOUNT		712.00 *	712.00

020169/00 FITZNER, JOSEPH

63 PO-110063 08/13/2010 JULY

1	01-0000-0-5210-106-0000-8300-007-000 NN P	49.00	49.00
TOTAL PAYMENT AMOUNT		49.00 *	49.00

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num									
Req Reference	Date	Description	FD RESO	P	OBJE	SIT	GOAL	FUNC	RES	DEP	T9MP	Liq Amt	Net Amount	
<hr/>														
014069/00		PLATT ELECTRIC SUPPLY 4201 S. MARKET COURT SACRAMENTO, CA 95834												
64	PO-110064	08/13/2010	8033532	1	01-8150-0-4300-106-0000-8110-007-000	NN	P					26.32	26.32	
64	PO-110064	08/13/2010	8028081	1	01-8150-0-4300-106-0000-8110-007-000	NN	P					57.96	57.96	
64	PO-110064	08/13/2010	8014006	1	01-8150-0-4300-106-0000-8110-007-000	NN	P					75.73	75.73	
64	PO-110064	08/13/2010	8026919	1	01-8150-0-4300-106-0000-8110-007-000	NN	P					197.93	197.93	
64	PO-110064	08/13/2010	8011619	1	01-8150-0-4300-106-0000-8110-007-000	NN	P					52.64	52.64	
64	PO-110064	08/13/2010	8011186	1	01-8150-0-4300-106-0000-8110-007-000	NN	P					46.63	46.63	
64	PO-110064	08/13/2010	8011127	1	01-8150-0-4300-106-0000-8110-007-000	NN	P					15.40	15.40	
64	PO-110064	08/13/2010	7996188	1	01-8150-0-4300-106-0000-8110-007-000	NN	P					89.18	89.18	
64	PO-110064	08/13/2010	7962438	1	01-8150-0-4300-106-0000-8110-007-000	NN	P					16.49	16.49	
			TOTAL PAYMENT AMOUNT					578.28	*				578.28	
017245/00		PRECISION DATA PRODUCTS INC. P.O. BOX 673 VICTORVILLE, CA 92393												
163	PO-110162	08/13/2010	24573	1	01-0000-0-4300-472-1251-1000-014-000	NN	F					110.95	110.95	
171	PO-110170	08/13/2010	24574	1	01-0000-0-4300-472-1284-1000-014-000	NN	F					200.81	208.87	
			TOTAL PAYMENT AMOUNT					319.82	*				319.82	
016702/00		PREMIER SCHOOL AGENDA P.O. BOX 684057 MILWAUKEE, WI 53268-4057												
	PO-002430	08/13/2010	204500039749	1	01-6300-0-5800-371-1110-1000-012-000	NN	F					5,423.79	5,521.43	
			TOTAL PAYMENT AMOUNT					5,521.43	*				5,521.43	
011238/00		RELIABLE TIRE P.O. BOX 1381 WEST SACRAMENTO, CA 95691												
	382	PO-110320	08/13/2010	76716	1	01-7230-0-4300-112-0000-3600-007-000	NN	P				1,983.70	1,983.70	
			TOTAL PAYMENT AMOUNT					1,983.70	*				1,983.70	

81 CENTER UNIFIED SCHOOL DIST.  
08-13-2010

ACCOUNTS PAYABLE PRELIST  
BATCH: 0007 08-13-10  
FUND : 01 GENERAL FUND

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Vendor/Addr Req Reference	Remit name Date	Description	Tax ID num	Deposit type FD RESO P OBJE SIT	ABA num GOAL FUNC	Account num RES DEP T9MP	Liq Amt	Net Amount
010627/00		RIVERVIEW INTERNATIONAL TRUCKS P.O. BOX 716 ACCOUNTS RECEIVABLE WEST SACRAMENTO, CA 95691						
383 PO-110321	08/13/2010	710766		1	01-7230-0-4300-112-0000-3600-007-000	NN P	94.60	94.60
TOTAL PAYMENT AMOUNT							94.60 *	94.60
022018/00		SACRAMENTO AUTOGLASS & MIRROR 212 HARDING BLVD. SUITE U ROSEVILLE, CA 95678	680310211					
518 PO-110454	08/13/2010	05997589		1	01-7230-0-4300-112-0000-3600-007-000	NN F	428.97	428.97
518 PO-110454	08/13/2010	05997589		2	01-7230-0-5600-112-0000-3600-007-000	NN F	211.29	211.29
TOTAL PAYMENT AMOUNT							640.26 *	640.26
018171/00		SACRAMENTO COUNTY CLERK-RECORD 600 8TH STREET SACRAMENTO, CA 95814						
526 PO-110462	08/13/2010	SEWER & WATER EASMENT		1	01-0000-0-5800-106-0000-8200-007-000	NN F	13.20	13.20
TOTAL PAYMENT AMOUNT							13.20 *	13.20
011500/00		SIA / DELTA DENTAL P.O. BOX 276710 SACRAMENTO, CA 95827						
PV-111007	08/10/2010	AUGUST PREMIUM			01-0000-0-9552-000-0000-0000-000-000	NN		52,458.66
TOTAL PAYMENT AMOUNT							52,458.66 *	52,458.66
010263/00		SMUD PO BOX 15555 SACRAMENTO, CA 95852-1555						
81 PO-110081	08/13/2010	7000000347		1	01-0000-0-5530-106-0000-8110-007-000	NN P	70,951.66	70,951.66
TOTAL PAYMENT AMOUNT							70,951.66 *	70,951.66

81 CENTER UNIFIED SCHOOL DIST.  
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ACCOUNTS PAYABLE PRELIST  
BATCH: 0007 08-13-10  
FUND : 01 GENERAL FUND

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
Req Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP				
014558/00	SPURR						
	P.O. BOX 45526						
	SAN FRANCISCO, CA 941450526						
82 PO-110082	08/13/2010	33229	1 01-0000-0-5520-106-0000-8110-007-000 NN P			1,441.36	1,441.36
TOTAL PAYMENT AMOUNT						1,441.36 *	1,441.36
016410/00	TIGNER, GEORGE						
	[REDACTED]						
429 PO-110406	08/13/2010	REIMB	1 01-0000-0-5903-110-0000-7200-004-000 NN F			93.28	93.28
TOTAL PAYMENT AMOUNT						93.28 *	93.28
018090/00	TRICOMO, KIM						
	[REDACTED]						
475 PO-110415	08/13/2010	REIMB	1 01-0054-0-4300-236-1110-1000-009-000 NN F			123.19	123.19
TOTAL PAYMENT AMOUNT						123.19 *	123.19
018730/00	UNITED TEXTILE INC						
	751 143RD AVE						
	SAN LEANDRO, CA 94578						
528 PO-110464	08/13/2010	0431566-N	1 01-7230-0-4300-112-0000-3600-007-000 NN F			150.62	150.62
TOTAL PAYMENT AMOUNT						150.62 *	150.62
019842/00	WFCB-OSH COMMERCIAL SERVICES	954214111					
	P.O. BOX 659445						
	SAN ANTONIO, TX 78265-9445						
58 PO-110058	08/13/2010	5780970010099025	1 01-8150-0-4300-106-0000-8110-007-000 NN P			457.23	457.23
59 PO-110059	08/13/2010	5780970010099025	1 01-0000-0-4300-106-0000-8110-007-000 NN P			23.47	23.47
256 PO-110232	08/13/2010	5780970010099025	1 01-0000-0-9320-000-0000-0000-000-000 NN P			138.98	138.98
423 PO-110370	08/13/2010	0211020935390	1 01-6300-0-4300-236-1110-1000-009-000 NN F			65.24	65.24
TOTAL PAYMENT AMOUNT						684.92 *	684.92
TOTAL FUND PAYMENT						175,201.61 **	175,201.61



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ACCOUNTS PAYABLE PRELIST  
BATCH: 0007 08-13-10  
FUND : 09 CHARTER SCHOOLS

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Vendor/Addr	Remit name		Tax ID num	Deposit type	ABA num	Account num		
Req Reference	Date	Description		FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP			Liq Amt	Net Amount
014067/00		ACCREDITING COMMISSION FOR SCHOOLS, WASC 533 AIRPORT BLVD., SUITE 200 BURLINGAME, CA 94010						
350 PO-110360	08/13/2010	3000577		1 09-1100-0-5300-501-1110-1000-016-000 NN F			756.00	756.00
				TOTAL PAYMENT AMOUNT	756.00 *			756.00
017576/00		OFFICE DEPOT/BUS.SERVICES DIV P.O. BOX 70025 LOS ANGELES, CA 90074-0025						
302 PO-110270	08/13/2010	527077643001		1 09-6300-0-4300-501-1110-1000-016-000 NN F			162.40	162.82
				TOTAL PAYMENT AMOUNT	162.82 *			162.82
				TOTAL FUND	PAYMENT	918.82 **		918.82

81 CENTER UNIFIED SCHOOL DIST.  
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ACCOUNTS PAYABLE PRELIST  
BATCH: 0007 08-13-10  
FUND : 11 ADULT EDUCATION FUND

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num			
Req Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP	Liq Amt	Net Amount			
016392/00		BABYCHANGINGSTATIONS.COM 5111 TELEGRAPH AVE. SUITE 320 OAKLAND, CA 94609						
427 PO-110377	08/13/2010	17824	1 11-0028-0-4300-601-4130-1000-017-000 NN F	242.49	242.49			
		TOTAL PAYMENT AMOUNT	242.49 *		242.49			
		TOTAL FUND PAYMENT	242.49 **		242.49			

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ACCOUNTS PAYABLE PRELIST  
BATCH: 0007 08-13-10  
FUND : 13 CAFETERIA FUND

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num			
Req Reference	Date	Description	FD RESO	P OBJE	SIT GOAL	FUNC RES	DEP T9MP	Liq Amt
								Net Amount
011602/00	DANIELSEN CO., THE							
	435 SOUTHGATE COURT							
	CHICO, CA 95928							
134 PO-110123	08/13/2010	1390999	2	13-5310-0-4300-108-0000-3700-007-000	NN	P		2,572.34
134 PO-110123	08/13/2010	1390999	1	13-5310-0-4700-108-0000-3700-007-000	NN	P		6,735.93
TOTAL PAYMENT AMOUNT								9,308.27 *
011613/00	DITTO PRINT & COPY							
	4708 ROSEVILLE RD., SUITE 104							
	NORTH HIGHLANDS, CA 95660							
136 PO-110125	08/13/2010	4322	1	13-5310-0-5800-108-0000-3700-007-000	NN	P		176.61
TOTAL PAYMENT AMOUNT								176.61 *
010757/00	KIWI DISTRIBUTING INC							
	6409 LITTLER DR. N							
	KEIZER, OR 97303							
293 PO-110259	08/13/2010	16502	1	13-5310-0-5600-108-0000-3700-007-000	NN	P		259.50
293 PO-110259	08/13/2010	16522	1	13-5310-0-5600-108-0000-3700-007-000	NN	P		393.00
293 PO-110259	08/13/2010	16521	1	13-5310-0-5600-108-0000-3700-007-000	NN	P		310.10
293 PO-110259	08/13/2010	16512	1	13-5310-0-5600-108-0000-3700-007-000	NN	P		89.00
293 PO-110259	08/13/2010	16492	1	13-5310-0-5600-108-0000-3700-007-000	NN	P		364.65
293 PO-110259	08/13/2010	16491	1	13-5310-0-5600-108-0000-3700-007-000	NN	P		246.25
293 PO-110259	08/13/2010	16513	1	13-5310-0-5600-108-0000-3700-007-000	NN	P		343.10
293 PO-110259	08/13/2010	16511	1	13-5310-0-5600-108-0000-3700-007-000	NN	P		284.05
293 PO-110259	08/13/2010	16517	1	13-5310-0-5600-108-0000-3700-007-000	NN	P		246.55
293 PO-110259	08/13/2010	16516	1	13-5310-0-5600-108-0000-3700-007-000	NN	P		85.78
293 PO-110259	08/13/2010	16520	1	13-5310-0-5600-108-0000-3700-007-000	NN	P		171.55
293 PO-110259	08/13/2010	16518	1	13-5310-0-5600-108-0000-3700-007-000	NN	P		235.78
TOTAL PAYMENT AMOUNT								3,029.31 *
018967/00	NEXTEL COMMUNICATIONS INC							
	P.O. BOX 4181							
	CAROL STREAM, IL 60197-4181							
143 PO-110132	08/13/2010	105	1	13-5310-0-5903-108-0000-3700-007-000	NN	P		12.30
TOTAL PAYMENT AMOUNT								12.30 *

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81 CENTER UNIFIED SCHOOL DIST.  
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ACCOUNTS PAYABLE PRELIST  
BATCH: 0007 08-13-10  
FUND : 14 DEFERRED MAINTENANCE FUND

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num			
Req Reference	Date	Description	FD RESO P	OBJE SIT	GOAL FUNC	RES DEP	T9MP	Liq Amt Net Amount
015699/00		CLARK SECURITY PRODUCTS P.O. BOX 31001-1195 PASADENA, CA 91110-1195						
349 PO-110294	08/13/2010	SA00611001	1	14-0024-0-4300-106-9608-8110-007-000	NN F			732.76 732.76
TOTAL PAYMENT AMOUNT								732.76 *
019842/00		WFCB-OSH COMMERCIAL SERVICES P.O. BOX 659445 SAN ANTONIO, TX 78265-9445	954214111					
396 PO-110328	08/13/2010	5780970010099025	1	14-0024-0-4300-106-9607-8110-007-000	NN P			31.53 31.53
TOTAL PAYMENT AMOUNT								31.53 *
TOTAL FUND			PAYMENT					764.29 ** 764.29

ACCOUNTS PAYABLE PRELIST  
BATCH: 0007 08-13-10  
FUND : 21 BUILDING FUND

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num								
Req Reference	Date	Description		FD RESO	P OBJE SIT GOAL FUNC RES DEP T9MP							Liq Amt	Net Amount
019842/00	WFCB-OSH COMMERCIAL SERVICES	954214111											
	P.O. BOX 659445												
	SAN ANTONIO, TX 78265-9445												
254	PO-110153	08/13/2010	0211030939702	1	21-0000-0-4300-472-9606-8500-007-000 NN P							34.79	34.79
368	PO-110306	08/13/2010	5780-9700-1009-9025	1	21-0000-0-4300-106-9630-8500-007-000 NN P							68.08	68.08
			TOTAL PAYMENT AMOUNT					102.87	*				102.87
			TOTAL FUND	PAYMENT				102.87	**				102.87
			TOTAL BATCH PAYMENT					199,469.43	***		0.00		199,469.43
			TOTAL USE TAX AMOUNT					107.73					

81 CENTER UNIFIED SCHOOL DIST.  
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ACCOUNTS PAYABLE PRELIST  
BATCH: 0008 0-BATCH  
FUND : 01 GENERAL FUND

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
Reg Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP				
021789/00	JABBERGYM INC	113798453					
	151 N. SUNRISE AVE. SUITE 1105						
	ROSEVILLE, CA 95661						
CL-818076	08/11/2010	CLOSE	01-6500-0-5800-102-5750-1180-003-000 NN		2,025.00	0.00	
		TOTAL PAYMENT AMOUNT	0.00 *			0.00	
022230/00	MANAGED HEALTH NETWORK	953817988					
	BANK OF AMERICA						
	FILE #72980						
	P.O. BOX #60000						
	SAN FRANCISCO, CA 94160-2980						
399 PO-110348	08/11/2010	CLOSE	1 01-0000-0-3401-100-1110-1000-000-000 NN C		12,926.85	0.00	
		TOTAL PAYMENT AMOUNT	0.00 *			0.00	
022172/00	MED TRANS MEDICAL/LEGAL						
	AMBULATORY TRANSPORTATION						
	AND INTERPRETING SERVICES						
	P.O. BOX 348046						
	SACRAMENTO, CA 95834-8046						
CL-818077	08/11/2010	CLOSE	01-6500-0-5800-102-5750-1180-003-000 NN		10,720.00	0.00	
		TOTAL PAYMENT AMOUNT	0.00 *			0.00	
018967/00	NEXTEL COMMUNICATIONS INC						
	P.O. BOX 4181						
	CAROL STREAM, IL 60197-4181						
33 PO-110005	08/13/2010	CLOSE	1 01-0000-0-5903-240-0000-2700-011-000 NN C		300.00	0.00	
		TOTAL PAYMENT AMOUNT	0.00 *			0.00	
021194/00	PRUDENTIAL OVERALL SUPPLY INC						
	P.O. BOX 11210						
	SANTA ANA, CA 92711						
273 PO-110245	08/11/2010	CANCEL	1 01-7230-0-5800-112-0000-3600-007-000 NN C		109.54	0.00	
		TOTAL PAYMENT AMOUNT	0.00 *			0.00	
		TOTAL FUND	PAYMENT	0.00 **		0.00	

81 CENTER UNIFIED SCHOOL DIST.  
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ACCOUNTS PAYABLE PRELIST  
BATCH: 0008 0-BATCH  
FUND : 14 DEFERRED MAINTENANCE FUND

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Vendor/Addr Req Reference	Remit name Date	Description	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
				FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP				
014069/00	PLATT ELECTRIC SUPPLY 4201 S. MARKET COURT SACRAMENTO, CA 95834							
351 PO-110301	08/11/2010	USED WRONG PO		1 14-0024-0-4300-106-9607-8110-007-000 NN C			393.26	0.00
				TOTAL PAYMENT AMOUNT	0.00 *			0.00
				TOTAL FUND PAYMENT	0.00 **			0.00
				TOTAL BATCH PAYMENT	0.00 ***	0.00		0.00
				TOTAL DISTRICT PAYMENT	199,469.43 ****	0.00		199,469.43
				TOTAL USE TAX AMOUNT	107.73			
				TOTAL FOR ALL DISTRICTS:	199,469.43 ****	0.00		199,469.43
				TOTAL USE TAX AMOUNT	107.73			

Number of warrants to be printed: 58, not counting voids due to stub overflows.



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ACCOUNTS PAYABLE PRELIST

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Batch status: A All

From batch: 0012

To batch: 0013

Include Revolving Cash: Y

Include Address: Y

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ACCOUNTS PAYABLE PRELIST  
BATCH: 0012 0-batch  
FUND : 01 GENERAL FUND

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num			
Req Reference	Date	Description	FD RESO P	OBJE SIT	GOAL FUNC	RES DEP	T9MP	Net Amount
014863/00	UHS SCHOOLS							
	P.O. BOX 79180							
	CITY OF INDUSTRY, CA	91716-91						
353 PO-110302	08/25/2010	CLOSE						
			1	01-6500-0-5800-102-5750-1180-003-000	NN C	78,368.00		0.00
		TOTAL PAYMENT AMOUNT				0.00	*	0.00
		TOTAL FUND	PAYMENT			0.00	**	0.00
		TOTAL BATCH PAYMENT				0.00	***	0.00

81 CENTER UNIFIED SCHOOL DIST.  
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ACCOUNTS PAYABLE PRELIST  
BATCH: 0013 08-27-2010  
FUND : 01 GENERAL FUND

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num			
Req Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP	Liq Amt	Net Amount			
016067/00	BARR, MONICA S.							
639 PO-110546	08/25/2010	JULY-AUG	1 01-6500-0-5800-102-5750-1180-003-000 NN P	240.00	240.00			
		TOTAL PAYMENT AMOUNT	240.00 *		240.00			
015662/00	BEHAVIORAL EDUCATION FOR CHILDREN WITH AUTISM (BECA) 2555 3RD STREET, STE.210 SACRAMENTO, CA 95818							
605 PO-110530	08/25/2010	6108	1 01-6500-0-5800-102-5750-1180-003-000 NN P	3,570.00	3,570.00			
		TOTAL PAYMENT AMOUNT	3,570.00 *		3,570.00			
021036/00	CCHAT CENTER SACRAMENTO 9350 KIEFER BLVD SACRAMENTO, CA 95826							
598 PO-110527	08/25/2010	CENTER0731	1 01-6500-0-5800-102-5750-1180-003-000 NN P	1,960.50	1,960.50			
		TOTAL PAYMENT AMOUNT	1,960.50 *		1,960.50			
019920/00	CHERRY ISLAND GOLF COURSE 2360 ELVERTA ROAD ELVERTA, CA 95626							
657 PO-110560	08/25/2010	CHS FEES	1 01-0000-0-5800-472-1801-1000-014-000 NN F	500.00	500.00			
		TOTAL PAYMENT AMOUNT	500.00 *		500.00			
014086/00	CLARINDA ACADEMY 1820 N.16TH STREET CLARINDA, IA 51632							
601 PO-110528	08/25/2010	JULY-SCAILE	1 01-6500-0-5800-102-5750-1180-003-000 NN P	2,625.00	2,625.00			
601 PO-110528	08/25/2010	JULY-DOWNEY	1 01-6500-0-5800-102-5750-1180-003-000 NN P	2,625.00	2,625.00			
		TOTAL PAYMENT AMOUNT	5,250.00 *		5,250.00			

81 CENTER UNIFIED SCHOOL DIST.  
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ACCOUNTS PAYABLE PRELIST  
BATCH: 0013 08-27-2010  
FUND : 01 GENERAL FUND

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
Req Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP				
015718/00	CUSTOM BENEFIT ADMINISTRATORS P.O. BOX 2170 ROCKLIN, CA 95677						
PV-111014	08/25/2010	AUGUST 31 PREMIUM	01-0000-0-9552-000-0000-0000-000 NN			1,412.46	1,412.46
		TOTAL PAYMENT AMOUNT	1,412.46 *				1,412.46
010355/00	KAISER FILE NUMBER 73030 P.O. BOX 60000 SAN FRANCISCO, CA 94160-3030						
PV-111012	08/25/2010	SEPTEMBER PREMIUM	01-0000-0-9552-000-0000-0000-000 NN			161,755.07	161,755.07
		TOTAL PAYMENT AMOUNT	161,755.07 *				161,755.07
015289/00	MCQUEEN, JANET [REDACTED]						
642 PO-110548	08/25/2010	AUGUST	1 01-7230-0-5210-112-0000-3600-007-000 NN P			24.00	24.00
		TOTAL PAYMENT AMOUNT	24.00 *				24.00
022172/00	MED TRANS MEDICAL/LEGAL AMBULATORY TRANSPORTATION AND INTERPRETING SERVICES P.O. BOX 348046 SACRAMENTO, CA 95834-8046						
618 PO-110531	08/25/2010	623	1 01-6500-0-5800-102-5750-1180-003-000 NN P			5,395.00	5,395.00
		TOTAL PAYMENT AMOUNT	5,395.00 *				5,395.00
015747/00	MILES, PRESTINNA [REDACTED]						
640 PO-110547	08/25/2010	REIMB	1 01-0000-0-5210-110-0000-7200-004-000 NN F			17.50	17.50
		TOTAL PAYMENT AMOUNT	17.50 *				17.50

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ACCOUNTS PAYABLE PRELIST  
BATCH: 0013 08-27-2010  
FUND : 01 GENERAL FUND

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num			
Reg Reference	Date	Description	FD RESO P	OBJE SIT	GOAL FUNC	RES DEP	T9MP	Liq Amt Net Amount
020461/00	MITCHELL, CYNDY							
633 PO-110516	08/25/2010	REIMB	1	01-7230-0-5800-112-0000-3600-007-000	NN F			330.00 330.00
TOTAL PAYMENT AMOUNT								330.00 *
022511/00	MOTEN-NAIR, PEGGY	548923203						
608 PO-110545	08/25/2010	JULY MILEAGE	1	01-6500-0-5800-102-5750-1130-003-000	N P			40.50 40.50
608 PO-110545	08/25/2010	JULY INSTRUCT	1	01-6500-0-5800-102-5750-1130-003-000	N P			180.00 180.00
TOTAL PAYMENT AMOUNT								220.50 *
021511/00	OCCUPATIONAL THERAPY FOR CHILDREN 2129 THIRD AVENUE SACRAMENTO, CA 95818							
619 PO-110532	08/25/2010	10-07-11	1	01-6500-0-5800-102-5750-1180-003-000	NN P			306.00 306.00
TOTAL PAYMENT AMOUNT								306.00 *
022163/00	ODYSSEY 7150 SANTA JUANITA AVE. ORANGEVALE, CA 95662							
638 PO-110544	08/25/2010	8002098	1	01-6500-0-5800-102-5750-1180-003-000	NN P			5,266.58 5,266.58
TOTAL PAYMENT AMOUNT								5,266.58 *
011345/00	PLACER LEARNING CENTER 5477 EUREKA ROAD GRANITE BAY, CA 95746							
653 PO-110557	08/25/2010	JULY	1	01-6500-0-5800-102-5750-1180-003-000	NN P			5,903.68 5,903.68
TOTAL PAYMENT AMOUNT								5,903.68 *

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ACCOUNTS PAYABLE PRELIST  
BATCH: 0013 08-27-2010  
FUND : 01 GENERAL FUND

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Vendor/Addr Reg Reference	Remit name Date	Description	Tax ID num	Deposit type FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP	ABA num	Account num	Liq Amt	Net Amount
022065/00	REAL INSPIRATION INC 1308 CRYSTAL HOLLOW CT. LINCOLN, CA 95648		200457023					
238 PO-110485	08/25/2010	SPEAKER FEE		1 01-3010-0-5800-371-1110-1000-012-000 NN F			2,100.00	2,100.00
TOTAL PAYMENT AMOUNT							2,100.00 *	2,100.00
017106/00	SIA/VISION SERVICE PLAN P.O. BOX 276710 SACRAMENTO, CA 95827							
PV-111015	08/25/2010	SEPTEMBER PREMIUM		01-0000-0-9552-000-0000-0000-000-000 NN				5,188.00
TOTAL PAYMENT AMOUNT							5,188.00 *	5,188.00
019222/00	SIERRA PEDIATRICS 8485 BARTON ROAD GRANITE BAY, CA 95746		942869623					
629 PO-110538	08/25/2010	CABA0000001		1 01-6500-0-5800-102-5750-1180-003-000 N P			500.00	500.00
TOTAL PAYMENT AMOUNT							500.00 *	500.00
014863/00	UHS SCHOOLS P.O. BOX 79180 CITY OF INDUSTRY, CA 91716-91							
634 PO-110540	08/25/2010	JULY		1 01-6500-0-5800-102-5750-1180-003-000 NN P			3,358.62	3,358.62
TOTAL PAYMENT AMOUNT							3,358.62 *	3,358.62
022221/00	WESTERN HEALTH ADVANTAGE FILE NUMBER 73251 P.O. BOX 60000 SAN FRANCISCO, CA 94160-3251							
PV-111013	08/25/2010	SEPTEMBER PREMIUM		01-0000-0-9552-000-0000-0000-000-000 NN				79,439.34
TOTAL PAYMENT AMOUNT							79,439.34 *	79,439.34
TOTAL FUND PAYMENT							282,737.25 **	282,737.25

81 CENTER UNIFIED SCHOOL DIST.  
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ACCOUNTS PAYABLE PRELIST  
BATCH: 0013 08-27-2010  
FUND : 09 CHARTER SCHOOLS

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
Req Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP				
010160/00	CARTER, BRIAN						
622 PO-110533	08/25/2010	REIMB	1 09-0700-0-4300-503-1110-1000-018-000 NN F			83.79	83.79
			TOTAL PAYMENT AMOUNT	83.79 *			83.79
015944/00	FLORES, MARCY						
623 PO-110534	08/25/2010	REIMB	1 09-0700-0-4300-503-1110-1000-018-000 NN F			107.66	107.66
			TOTAL PAYMENT AMOUNT	107.66 *			107.66
014573/00	TURNER, CLARA						
535 PO-110517	08/25/2010	REIMB	1 09-0700-0-4300-503-1110-1000-018-000 NN F			199.45	199.45
			TOTAL PAYMENT AMOUNT	199.45 *			199.45
			TOTAL FUND	PAYMENT	390.90 **		390.90

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Number of warrants to be printed: 25, not counting voids due to stub overflows.



81 CENTER UNIFIED SCHOOL DIST.  
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ACCOUNTS PAYABLE PRELIST

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Batch status: A All

From batch: 0010

To batch: 0011

Include Revolving Cash: Y

Include Address: Y

81 CENTER UNIFIED SCHOOL DIST.  
08-20-10

ACCOUNTS PAYABLE PRELIST  
BATCH: 0010 8-20-2010  
FUND : 01 GENERAL FUND

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num			
Req Reference	Date	Description	FD RESO P	OBJE SIT	GOAL FUNC	RES DEP T9MP	Liq Amt	Net Amount
019433/00	ADI							
	FILE 57418							
	LOS ANGELES, CA	90074-7418						
3 PO-110009	08/17/2010	N16V3401	1	01-8150-0-4300-106-0000-8110-007-000	NN P		473.00	473.00
TOTAL PAYMENT AMOUNT							473.00 *	473.00
010226/00	AIRGAS NCN	232491493						
	P.O. BOX 7425							
	PASADENA, CA	91109-7425						
187 PO-110181	08/17/2010	102458467	1	01-0000-0-4300-472-1210-1000-014-000	NN P		15.50	15.50
TOTAL PAYMENT AMOUNT							15.50 *	15.50
010669/00	ALHAMBRA & SIERRA SPRINGS							
	P.O. BOX 660579							
	DALLAS, TX	75266-0579						
5 PO-110011	08/17/2010	27053384782453	1	01-8150-0-4300-106-0000-8110-007-000	NN P		93.91	93.91
266 PO-110239	08/17/2010	27045104780794	1	01-0000-0-4300-103-0000-7200-003-000	NN P		32.48	32.48
370 PO-110307	08/17/2010	27047404781257	1	01-7230-0-4300-112-0000-3600-007-000	NN P		20.50	20.50
421 PO-110368	08/17/2010	27050334781839	1	01-0000-0-4300-475-3200-2700-015-000	NN P		16.57	16.57
602 PO-110506	08/18/2010	27045224780818	1	01-0000-0-4300-105-0000-7200-005-000	NN P		26.49	26.49
TOTAL PAYMENT AMOUNT							189.95 *	189.95
017614/00	ANTELOPE-HIGHLANDS CHAMBER OF COMMERCE							
	P.O.BOX 20							
	NORTH HIGHLANDS, CA	95660						
546 PO-110477	08/17/2010	SCOTT LOEHR	1	01-0000-0-5300-101-0000-7150-002-000	NN F		80.00	80.00
TOTAL PAYMENT AMOUNT							80.00 *	80.00
016468/00	APPLE INC							
	1111 OLD EAGLE SCHOOL ROAD							
	ATTN: MONICA RICHARDSON							
	WAYNE, PA	19087						
115 PO-110109	08/19/2010	PUB9265	1	01-7220-0-7439-472-0000-9100-014-000	NN F		13,005.28	13,005.28
TOTAL PAYMENT AMOUNT							13,005.28 *	13,005.28

81 CENTER UNIFIED SCHOOL DIST.  
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ACCOUNTS PAYABLE PRELIST  
BATCH: 0010 8-20-2010  
FUND : 01 GENERAL FUND

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Vendor/Addr	Remit name		Tax ID num	Deposit type	ABA num	Account num			
Req Reference	Date	Description		FD RESO P	OBJE SIT	GOAL FUNC	RES DEP T9MP	Liq Amt	Net Amount
010400/00	AT&T								
	PAYMENT CENTER								
	SACRAMENTO, CA	95887							
583 PO-110502	08/18/2010	24813481008413		1	01-0000-0-5902-106-0000-8110-007-000	NN P		8.04	8.04
				TOTAL PAYMENT AMOUNT				8.04 *	8.04
011675/00	AT&T MESSAGING								
	P.O. BOX 840486								
	DALLAS, TX	75284-0486							
9 PO-110015	08/17/2010	3200026		1	01-0000-0-5902-106-0000-8110-007-000	NN P		720.00	720.00
				TOTAL PAYMENT AMOUNT				720.00 *	720.00
010896/00	AT&T MOBILITY								
	P.O. BOX 515188								
	LOS ANGELES, CA	90051-5188							
428 PO-110405	08/17/2010	436077910697		1	01-0000-0-5903-110-0000-7200-004-000	NN P		93.28	93.28
				TOTAL PAYMENT AMOUNT				93.28 *	93.28
019504/00	B & H PHOTO-VIDEO								
	420 NINTH AVENUE								
	NEW YORK, NY	10001							
175 PO-110173	08/18/2010	44590076		1	01-3550-0-4300-472-1110-1000-014-000	YN F		2,541.28	2,300.00
175 PO-110173	08/18/2010	44590076		2	01-3550-0-4400-472-1110-1000-014-000	YN F		2,733.97	2,550.80
				TOTAL PAYMENT AMOUNT				4,850.80 *	4,850.80
				TOTAL USE TAX AMOUNT				424.45	
021669/00	BAIONI, RON								
571 PO-110493	08/17/2010	REIMB		1	01-0000-0-4300-371-0000-2700-012-000	NN F		75.76	75.76
				TOTAL PAYMENT AMOUNT				75.76 *	75.76

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ACCOUNTS PAYABLE PRELIST  
BATCH: 0010 8-20-2010  
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Vendor/Addr Req Reference	Remit name Date	Description	Tax ID num	Deposit type FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP	ABA num	Account num	Liq Amt	Net Amount
010442/00	BAR HEIN 1551 FULTON AVENUE SACRAMENTO, CA 95825		68-0316304					
11 PO-110017	08/17/2010	337444		1 01-0000-0-4300-106-0000-8110-007-000 N P			732.42	732.42
TOTAL PAYMENT AMOUNT							732.42 *	732.42
021353/00	BIO RAD LABORATORIES INC 2000 ALFRED NOBEL DRIVE HERCULES, CA 94547							
167 PO-110166	08/17/2010	SLI11445830		1 01-0000-0-4300-472-1275-1000-014-000 NN F			259.99	205.38
TOTAL PAYMENT AMOUNT							205.38 *	205.38
022282/00	BRIGHT START THERAPIES 2222 WATT AVENUE, SUITE B5 SACRAMENTO, CA 95825							
PV-111009	08/17/2010	CJCM6.30.1		01-6500-0-5800-102-5750-1180-003-000 NN				665.00
TOTAL PAYMENT AMOUNT							665.00 *	665.00
018196/00	BULBMAN SACRAMENTO P.O. BOX 12280 RENO, NV 89510							
411 PO-110420	08/17/2010	37210		1 01-6500-0-4300-102-5770-1120-003-020 NN F			35.88	35.88
TOTAL PAYMENT AMOUNT							35.88 *	35.88
013988/00	BUTTES/CENTER STATE PIPE & SUPPLY DEPARTMENT LA 21143 PASADENA, CA 91185-1143							
16 PO-110022	08/17/2010	S5768713.002		1 01-8150-0-4300-106-0000-8110-007-000 NN P			79.76	79.76
16 PO-110022	08/17/2010	S5768713.001		1 01-8150-0-4300-106-0000-8110-007-000 NN P			353.73	353.73
TOTAL PAYMENT AMOUNT							433.49 *	433.49

81 CENTER UNIFIED SCHOOL DIST.  
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ACCOUNTS PAYABLE PRELIST  
BATCH: 0010 8-20-2010  
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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num			
Req Reference	Date	Description	FD RESO P	OBJE SIT	GOAL FUNC	RES DEP T9MP	Liq Amt	Net Amount
020466/00		CALSTRS ACCOUNTING DIVISION CASH RECEIPTS P.O. BOX 161235 SACRAMENTO, CA 95816-1235						
539 PO-110471	08/17/2010	617084884577	1	01-0000-0-7438-100-0000-9100-005-000	NN F		2,620.06	2,620.06
539 PO-110471	08/17/2010	617084884577	2	01-0000-0-7439-100-0000-9100-005-000	NN F		19,011.00	19,011.00
541 PO-110473	08/17/2010	617162730935	1	01-0000-0-7438-100-0000-9100-005-000	NN F		1,042.66	1,042.66
541 PO-110473	08/17/2010	617162730935	2	01-0000-0-7439-100-0000-9100-005-000	NN F		7,565.65	7,565.65
TOTAL PAYMENT AMOUNT				30,239.37 *				30,239.37
010575/00		CAPITOL CLUTCH & BRAKE INC. 3100 DULUTH STREET WEST SACRAMENTO, CA 95691						
373 PO-110310	08/17/2010	1088920	1	01-7230-0-4300-112-0000-3600-007-000	NN P		33.50	33.50
TOTAL PAYMENT AMOUNT				33.50 *				33.50
020127/00		CENTRATION INC. 8570 UTICA AVE SUITE 100 RANCHO CUCAMONGA, CA 91730						
CL-818105	08/18/2010	0007074-IN		01-0000-0-5800-105-0000-7200-005-000	NN		2,500.00	2,500.00
TOTAL PAYMENT AMOUNT				2,500.00 *				2,500.00
019910/00		CHANEY, AMY [REDACTED]						
532 PO-110469	08/17/2010	REIMB	1	01-0000-0-4300-371-1110-1000-012-914	NN F		744.82	744.82
TOTAL PAYMENT AMOUNT				744.82 *				744.82
015699/00		CLARK SECURITY PRODUCTS P.O. BOX 31001-1195 PASADENA, CA 91110-1195						
20 PO-110026	08/17/2010	SA00921601	1	01-8150-0-4300-106-0000-8110-007-000	NN P		137.00	137.00
20 PO-110026	08/17/2010	SA00620403	1	01-8150-0-4300-106-0000-8110-007-000	NN P		77.92	77.92
TOTAL PAYMENT AMOUNT				214.92 *				214.92

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ACCOUNTS PAYABLE PRELIST  
BATCH: 0010 8-20-2010  
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Vendor/Addr Req Reference	Remit name Date	Description	Tax ID num	Deposit type FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP	ABA num	Account num	Liq Amt	Net Amount
021059/00	COMCAST P.O. BOX 34744 SEATTLE, WA 98124-1744							
40 PO-110006	08/17/2010	8155600391425215		1 01-0000-0-5800-240-0000-2700-011-000 NN P			2.60	2.60
TOTAL PAYMENT AMOUNT							2.60 *	2.60
021979/00	COUNTY OF SACRAMENTO INTERNAL SERVICES AGENCY 700 H STREET ROOM 1710 SACRAMENTO, CA 95814							
576 PO-110497	08/17/2010	FISCAL AGENT FEES		1 01-0000-0-5800-100-0000-7200-005-000 NN F			2,826.20	2,826.20
TOTAL PAYMENT AMOUNT							2,826.20 *	2,826.20
021797/00	D3 SPORTS INC 9357 GREENBACK LANE SUITE #5 ORANGEVALE, CA 95662							
490 PO-110429	08/17/2010	10524		1 01-7220-0-5800-472-1110-1000-014-000 NN F			651.41	674.25
TOTAL PAYMENT AMOUNT							674.25 *	674.25
018968/00	DEL CAMPO HIGH SCHOOL 4925 DEWEY DRIVE FAIR OAKS, CA 95628							
564 PO-110487	08/17/2010	SEPT SOCCER JAMBOREE		1 01-0000-0-5800-472-1801-1000-014-000 NN F			450.00	450.00
TOTAL PAYMENT AMOUNT							450.00 *	450.00
018951/00	DELL P.O. BOX 910916 PASADENA, CA 91110-0916							
419 PO-110366	08/17/2010	XFIN4MWT2		1 01-0000-0-4300-115-0000-7700-007-000 NN F			95.24	95.24
438 PO-110383	08/17/2010	XF1XD9T57		1 01-0000-0-4400-105-0000-7200-005-000 NN F			1,419.84	1,402.52
TOTAL PAYMENT AMOUNT							1,497.76 *	1,497.76

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ACCOUNTS PAYABLE PRELIST  
BATCH: 0010 8-20-2010  
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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num			
Req Reference	Date	Description	FD RESO P	OBJE SIT	GOAL FUNC	RES DEP T9MP	Liq Amt	Net Amount
010510/00	DELTA BLUEGRASS COMPANY P.O. BOX 307 STOCKTON, CA 95201							
420 PO-110367	08/17/2010	0563505	1	01-8150-0-4300-106-0000-8110-007-000	NN F		500.00	358.88
TOTAL PAYMENT AMOUNT							358.88 *	358.88
010416/00	EBSCO SUBSCRIPTION SERVICES P.O. BOX 92901 LOS ANGELES, CA 90009-2901							
218 PO-110206	08/18/2010	0440429	1	01-0000-0-4300-103-0000-2420-003-000	NN F		1,396.23	1,344.89
TOTAL PAYMENT AMOUNT							1,344.89 *	1,344.89
014222/00	ELECTRO ACOUSTIC CO. INC. 1610 BLOSSOM HILL RD. STE 10 SAN JOSE, CA 951246349							
460 PO-110399	08/18/2010	31735	1	01-0000-0-5800-102-0000-3140-003-000	NN F		513.98	513.98
TOTAL PAYMENT AMOUNT							513.98 *	513.98
022167/00	ESPINOZA, ANGELA [REDACTED]							
563 PO-110486	08/17/2010	REIMB	1	01-6300-0-4300-240-1110-1000-011-000	NN F		156.86	156.86
TOTAL PAYMENT AMOUNT							156.86 *	156.86
017411/00	EYE ON EDUCATION 6 DEPOT WAY WEST, SUITE 106 LARCHMONT, NY 10538							
311 PO-110277	08/17/2010	272025	1	01-0000-0-4200-472-0000-2700-014-000	N F		86.02	79.90
TOTAL PAYMENT AMOUNT							79.90 *	79.90

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ACCOUNTS PAYABLE PRELIST  
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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num			
Req Reference	Date	Description	FD RESO P	OBJE SIT	GOAL FUNC	RES DEP T9MP	Liq Amt	Net Amount
010186/00	FOLLETT EDUCATIONAL SERVICES							
	P.O. BOX 98581							
	CHICAGO, IL 60693-8581							
154 PO-110143	08/17/2010	684642A	1	01-0037-0-4100-103-1110-1000-003-000	NN F		5,028.57	5,028.58
TOTAL PAYMENT AMOUNT				5,028.58 *				5,028.58
017681/00	GEARY PACIFIC SUPPLY							
	FILE 55276							
	LOS ANGELES, CA 90074-5276							
34 PO-110036	08/17/2010	2358688	1	01-8150-0-4300-106-0000-8110-007-000	NN P		3,281.11	3,281.11
TOTAL PAYMENT AMOUNT				3,281.11 *				3,281.11
017315/00	GENUINE PARTS COMPANY-SAC							
	FILE 56893							
	LOS ANGELES, CA 90074-6893							
377 PO-110315	08/17/2010	20901850	1	01-7230-0-4300-112-0000-3600-007-000	NN P		93.96	93.96
TOTAL PAYMENT AMOUNT				93.96 *				93.96
022347/00	GIVE SOMETHING BACK							
	P.O. BOX 89-4135							
	LOS ANGELES, CA 90189-4135							
317 PO-110281	08/17/2010	1714851-0	2	01-0000-0-4300-101-0000-7150-002-000	NN F		90.95	90.95
317 PO-110281	08/17/2010	1716557-C1714851-0	1	01-0000-0-4300-120-0000-7110-001-000	NN P		0.00	0.00
317 PO-110281	08/17/2010	1714851-0	1	01-0000-0-4300-120-0000-7110-001-000	NN F		133.21	123.20
487 PO-110427	08/18/2010	1719927-0	1	01-0000-0-4300-472-0000-2700-014-000	NN P		3.46	3.46
487 PO-110427	08/18/2010	1719927-0	1	01-0000-0-4300-472-0000-2700-014-000	NN F		62.96	66.43
514 PO-110450	08/17/2010	1721152-1	1	01-8150-0-4300-106-0000-8110-007-000	NN F		72.84	72.84
TOTAL PAYMENT AMOUNT				356.88 *				356.88
011818/00	GOODELL PORTER SANCHEZ & BRIGHT LLP	942625780						
	7801 FOLSOM BLVD. #301							
	SACRAMENTO, CA 95826							
88 PO-110086	08/17/2010	4126.0	1	01-0000-0-5800-105-0000-7200-005-000	NN P		3,600.00	3,600.00
TOTAL PAYMENT AMOUNT				3,600.00 *				3,600.00



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81 CENTER UNIFIED SCHOOL DIST.  
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BATCH: 0010 8-20-2010  
FUND : 01 GENERAL FUND

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num			
Req Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP				Liq Amt	Net Amount
021926/00	MATRE, KAREN							
524 PO-110468	08/17/2010	REIMB	1 01-0000-0-4300-472-0000-2700-014-000 NN F				12.80	12.80
TOTAL PAYMENT AMOUNT							12.80 *	12.80
018678/00	MCGRAW HILL							
	P.O. BOX 894190							
	LOS ANGELES, CA 90189-4190							
271 PO-110158	08/18/2010	55371985001	1 01-0037-0-4100-103-1110-1000-003-000 NN F				576.36	555.39
TOTAL PAYMENT AMOUNT							555.39 *	555.39
019059/00	MILLENNIUM TERMITE							
	9900 HORN ROAD,#5							
	SACRAMENTO, CA 95827							
55 PO-110055	08/17/2010	TR71099	1 01-0000-0-5500-106-0000-8110-007-000 NN P				91.00	91.00
55 PO-110055	08/17/2010	TR72628	1 01-0000-0-5500-106-0000-8110-007-000 NN P				57.00	57.00
TOTAL PAYMENT AMOUNT							148.00 *	148.00
014588/00	MILLER, CHERYL A.							
615 PO-110514	08/19/2010	REIMB	1 01-6500-0-4300-102-5770-1110-003-004 N F				124.81	124.81
TOTAL PAYMENT AMOUNT							124.81 *	124.81
011197/00	MINGUS MOUNTAIN ACADEMY							
	P.O. BOX 26485							
	PRESCOTT VALLEY, AZ 86312							
PV-111008	08/17/2010	INVOICE 0610	01-6500-0-5800-102-5750-1180-003-000 NN					250.00
TOTAL PAYMENT AMOUNT							250.00 *	250.00

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num
Req Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP	Liq Amt	Net Amount
014815/00	ORR, JANINE M.	[REDACTED]			
617 PO-110515	08/19/2010 REIMB		1 01-6500-0-4300-102-5750-1110-003-020 NN F	50.09	50.09
			TOTAL PAYMENT AMOUNT 50.09 *		50.09
019031/00	PEARSON EDUCATION P.O. BOX 409479 ATLANTA, GA 30384-9479				
170 PO-110169	08/18/2010 BK61506272		1 01-3550-0-4300-472-1110-1000-014-000 NN F	1,898.58	1,912.56
			TOTAL PAYMENT AMOUNT 1,912.56 *		1,912.56
010890/00	PERMABOUND/HERTZBERG NEW METHOD, INC. 617 EAST VANDALIA ROAD JACKSONVILLE, IL 62650-5451				
315 PO-110280	08/17/2010 1380234-00		1 01-0000-0-4200-472-1224-1000-014-000 NN F	431.55	412.88
			TOTAL PAYMENT AMOUNT 412.88 *		412.88
018174/00	PHOENIX-PLR 910 CHURCH STREET HONESDALE, PA 18431				
431 PO-110378	08/17/2010 PLR102006		1 01-6500-0-4300-102-5770-1110-003-002 NN F	393.45	390.57
			TOTAL PAYMENT AMOUNT 390.57 *		390.57
021157/00	PHYSICAL THERAPY CLINICS INC 10390 COLOMA ROAD, SUITE 7 RANCHO CORDOVA, CA 95670				
542 PO-110474	08/17/2010 31001		1 01-0000-0-5800-100-1110-1000-005-955 NN P	2,300.00	2,300.00
			TOTAL PAYMENT AMOUNT 2,300.00 *		2,300.00

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num			
Req Reference	Date	Description	FD RESO P	OBJE SIT	GOAL FUNC	RES DEP	T9MP	Liq Amt Net Amount
014069/00	PLATT ELECTRIC SUPPLY 4201 S. MARKET COURT SACRAMENTO, CA 95834							
64 PO-110064	08/17/2010	8054017	1	01-8150-0-4300-106-0000-8110-007-000	NN P			440.87 440.87
64 PO-110064	08/17/2010	SC11520	1	01-8150-0-4300-106-0000-8110-007-000	NN P			36.62 36.62
64 PO-110064	08/17/2010	8064500	1	01-8150-0-4300-106-0000-8110-007-000	NN P			15.17 15.17
TOTAL PAYMENT AMOUNT				492.66 *				492.66
016834/00	POWER SYSTEMS INC P.O. BOX 51030 KNOXVILLE, TN 37950-1030							
298 PO-110267	08/17/2010	1066251	1	01-0000-0-4300-371-1110-1000-012-000	NN F			53.89 53.85
TOTAL PAYMENT AMOUNT				53.85 *				53.85
021401/00	PRACTI-CAL INC P.O. BOX 981000 WEST SACRAMENTO, CA 95798-100	200704949						
458 PO-110397	08/18/2010	15954	1	01-5640-0-5800-103-0000-3140-003-000	NN P			1,424.05 1,424.05
458 PO-110397	08/18/2010	16015	1	01-5640-0-5800-103-0000-3140-003-000	NN P			139.93 139.93
458 PO-110397	08/18/2010	16070	1	01-5640-0-5800-103-0000-3140-003-000	NN F			1,206.78 1,206.78
TOTAL PAYMENT AMOUNT				2,770.76 *				2,770.76
021415/00	PRO SPORTS FLOORS INC P.O. BOX 606 YUBA CITY, CA 95992	870512513						
122 PO-110114	08/17/2010	12058	1	01-8150-0-5600-106-0000-8110-007-000	NN F			8,817.00 8,817.00
TOTAL PAYMENT AMOUNT				8,817.00 *				8,817.00
021194/00	PRUDENTIAL OVERALL SUPPLY INC P.O. BOX 11210 SANTA ANA, CA 92711							
380 PO-110318	08/17/2010	11823-01	1	01-7230-0-5800-112-0000-3600-007-000	NN P			219.08 219.08
TOTAL PAYMENT AMOUNT				219.08 *				219.08

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num		Liq Amt	Net Amount
Req Reference	Date	Description	FD RESO P	OBJE	SIT GOAL FUNC	RES DEP T9MP		
014538/00	R & R PRODUCTS 3334 E. MILBER STREET TUSCON, AZ 85714							
65 PO-110065	08/17/2010	CD1367984	1	01-0000-0-4300-106-0000-8110-007-000	NN P		318.81	318.81
TOTAL PAYMENT AMOUNT				318.81 *				318.81
017657/00	RENAISSANCE LEARNING INC. P.O. BOX 64910 ST PAUL, MN 55164-0910	391559474						
512 PO-110448	08/17/2010	INV3692995	1	01-0054-0-5800-234-1110-1000-008-000	NN F		2,134.34	2,134.34
513 PO-110449	08/17/2010	INV3692994	1	01-0054-0-5800-234-1110-1000-008-000	NN F		1,063.35	1,063.35
508 PO-110467	08/17/2010	RPRNQ587707	1	01-0054-0-4300-238-1110-1000-010-000	NN F		4,067.00	4,067.00
TOTAL PAYMENT AMOUNT				7,264.69 *				7,264.69
010546/00	RIVERSIDE PUBLISHING CO. HM RECEIVABLES CO LLC 14046 COLLECTIONS CENTER DR CHICAGO, IL 60693-0050							
261 PO-110236	08/17/2010	946084967	1	01-6500-0-4300-102-5770-1190-003-032	NN F		315.81	315.81
410 PO-110362	08/17/2010	946093563	1	01-6500-0-4300-102-5770-1120-003-029	NN F		105.27	105.27
TOTAL PAYMENT AMOUNT				422.39 *				422.39
010552/00	SAC VAL JANITORIAL SALES & SERVICES, INC. 2421 DEL MONTE STREET WEST SACRAMENTO, CA 95691							
118 PO-110110	08/17/2010	01905504	1	01-0000-0-4300-111-0000-8200-007-000	NN P		326.25	326.25
TOTAL PAYMENT AMOUNT				326.25 *				326.25
022398/00	SACRAMENTO COUNTY OFFICE OF ED FINANCIAL SERVICES P.O. BOX 269003 SCHOOL READINESS SACRAMENTO, CA 95826-9003							
577 PO-110498	08/17/2010	110081	1	01-0000-0-5800-105-0000-7200-005-000	NN F		1,400.00	1,400.00
TOTAL PAYMENT AMOUNT				1,400.00 *				1,400.00

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Vendor/Addr Req Reference	Remit name Date	Description	Tax ID num	Deposit type FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP	ABA num	Account num	Liq Amt	Net Amount
018930/00	SCHOOL SPECIALTY INC MB UNIT 67-3106 MILWAUKEE, WI 53268-3106		390971239					
306 PO-110272	08/18/2010	308100638007		1 01-3010-0-4300-240-1110-1000-011-000 NN F			257.93	257.93
TOTAL PAYMENT AMOUNT							257.93 *	257.93
010373/00	SCHOOLS INSURANCE AUTHORITY P.O. BOX 276710 SACRAMENTO, CA 958276710							
386 PO-110324	08/17/2010	2011USTKAM.001		1 01-7230-0-5800-112-0000-3600-007-000 NN P			150.00	150.00
TOTAL PAYMENT AMOUNT							150.00 *	150.00
013910/00	SHIELDS HARPER & CO. P.O. BOX 2367 MARTINEZ, CA 94553							
600 PO-110505	08/18/2010	163197		1 01-7230-0-4300-112-0000-3600-007-000 NN F			98.52	98.52
TOTAL PAYMENT AMOUNT							98.52 *	98.52
017883/00	SIMPLEX GRINNELL LP 4650 BELOIT DRIVE SACRAMENTO, CA 95838							
79 PO-110079	08/17/2010	73724733		1 01-8150-0-5800-106-0000-8110-007-000 NN P			201.50	201.50
79 PO-110079	08/17/2010	73724732		1 01-8150-0-5800-106-0000-8110-007-000 NN P			721.00	721.00
TOTAL PAYMENT AMOUNT							922.50 *	922.50
018370/00	STANLEY CONVERGENT SECURITY SOLUTIONS DEPT CH 10651 PALATINE, IL 60055-0651							
83 PO-110083	08/17/2010	7562810		1 01-0000-0-5800-106-0000-8110-007-000 NN P			71.97	71.97
83 PO-110083	08/17/2010	7566715		1 01-0000-0-5800-106-0000-8110-007-000 NN P			127.80	127.80
TOTAL PAYMENT AMOUNT							199.77 *	199.77

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
Req Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP				
014041/00	STAPLES						
	P.O. BOX 95230						
	CHICAGO, IL 60694						
470 PO-110411	08/17/2010	MB6728	1 01-0000-0-4300-102-0000-3140-003-000	NN F	37.30	37.13	
494 PO-110432	08/18/2010	MC4150	1 01-6500-0-4300-102-5770-1110-003-014	NN F	107.40	110.40	
TOTAL PAYMENT AMOUNT					147.53 *	147.53	

020462/00	STAPLES ADVANTAGE	841248716					
	P.O. BOX 71217						
	CHICAGO, IL 60694-1217						
216 PO-110205	08/17/2010	103463702	1 01-0036-0-4300-103-0000-2110-003-000	NN F	94.11	79.43	
321 PO-110329	08/17/2010	103559061	1 01-0000-0-4300-371-1110-1000-012-000	NN P	37.90	37.90	
321 PO-110329	08/17/2010	103584481	1 01-0000-0-4300-371-1110-1000-012-000	NN F	17.66	17.41	
322 PO-110330	08/17/2010	103553708	1 01-0000-0-4300-371-1110-1000-012-000	NN F	69.97	69.65	
323 PO-110331	08/17/2010	103553666	1 01-0000-0-4300-371-1110-1000-012-000	NN F	60.94	60.67	
324 PO-110332	08/17/2010	103559063-103576199	1 01-0000-0-4300-371-1110-1000-012-000	NN F	106.43	82.76	
325 PO-110333	08/17/2010	103605013-103799128	1 01-0000-0-4300-371-1110-1000-012-000	NN P	0.00	0.00	
325 PO-110333	08/17/2010	103611958	1 01-0000-0-4300-371-1110-1000-012-000	NN P	15.89	15.89	
325 PO-110333	08/17/2010	103559066	1 01-0000-0-4300-371-1110-1000-012-000	NN F	242.60	236.37	
340 PO-110334	08/17/2010	103553644	1 01-0000-0-4300-371-1110-1000-012-000	NN P	86.93	86.93	
340 PO-110334	08/17/2010	103604166	1 01-0000-0-4300-371-1110-1000-012-000	NN F	25.84	25.33	
341 PO-110335	08/17/2010	103583050	1 01-0000-0-4300-371-1110-1000-012-000	NN F	110.96	110.44	
342 PO-110336	08/17/2010	103726683	1 01-0000-0-4300-371-1110-1000-012-000	NN P	11.38	11.38	
342 PO-110336	08/17/2010	103559068	1 01-0000-0-4300-371-1110-1000-012-000	NN F	127.02	126.39	
344 PO-110337	08/17/2010	103553704	1 01-0000-0-4300-371-1110-1000-012-000	NN P	53.29	53.29	
344 PO-110337	08/17/2010	103584482	1 01-0000-0-4300-371-1110-1000-012-000	NN F	24.16	23.80	
346 PO-110338	08/17/2010	103553665	1 01-0000-0-4300-371-1110-1000-012-000	NN F	58.05	57.79	
348 PO-110339	08/17/2010	103605012	1 01-0000-0-4300-371-1110-1000-012-000	NN P	12.67	12.67	
348 PO-110339	08/17/2010	103553709	1 01-0000-0-4300-371-1110-1000-012-000	NN F	182.90	182.01	
360 PO-110340	08/17/2010	103553630	1 01-0000-0-4300-371-1110-1000-012-000	NN F	59.93	59.66	
361 PO-110341	08/17/2010	103553701	1 01-0000-0-4300-371-1110-1000-012-000	NN P	138.61	138.61	
361 PO-110341	08/17/2010	103584483	1 01-0000-0-4300-371-1110-1000-012-000	NN F	6.80	6.14	
407 PO-110354	08/17/2010	103553785	1 01-6500-0-4300-102-5770-1120-003-028	NN F	135.19	134.56	
453 PO-110390	08/17/2010	103727816-103699774	1 01-0000-0-4300-236-1110-1000-009-000	NN P	0.00	0.00	
453 PO-110390	08/17/2010	103672660	1 01-0000-0-4300-236-1110-1000-009-000	NN P	592.96	592.96	
453 PO-110390	08/17/2010	103851860	1 01-0000-0-4300-236-1110-1000-009-000	NN F	4.58	4.57	
496 PO-110433	08/17/2010	103778986	1 01-6520-0-4300-472-5770-1110-003-000	NN F	81.98	81.98	
500 PO-110437	08/17/2010	103803367	1 01-0000-0-4300-236-1110-1000-009-000	NN F	66.49	66.49	
TOTAL PAYMENT AMOUNT					2,375.08 *	2,375.08	

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020252/00	STAPLES BUSINESS ADVANTAGE DEPT LA 1368 PO BOX 83689 CHICAGO, IL 60696-3689							
404 PO-110374	08/17/2010	3139825221		1 01-6500-0-4300-102-5770-1110-003-012 NN F			60.01	30.70
				TOTAL PAYMENT AMOUNT				30.70 *
								30.70
021813/00	SUREWEST P.O. BOX 30697 LOS ANGELES, CA 90030-0697							
105 PO-110103	08/17/2010	604457-0001		1 01-0000-0-5902-106-0000-8110-007-000 NN P			2,277.21	2,277.21
				TOTAL PAYMENT AMOUNT				2,277.21 *
								2,277.21
011357/00	TAP PLASTICS INC P.O. BOX 521 RODEO, CA 94572-0521							
86 PO-110089	08/17/2010	358820		1 01-8150-0-4300-106-0000-8110-007-000 NN P			914.59	914.59
				TOTAL PAYMENT AMOUNT				914.59 *
								914.59
015591/00	TCI P.O. BOX 1327 RANCHO CORDOVA, CA 95741							
180 PO-110149	08/17/2010	175514		1 01-0036-0-4200-103-1110-1000-003-000 NN F			3,838.88	3,838.88
				TOTAL PAYMENT AMOUNT				3,838.88 *
								3,838.88
018673/00	THE GLOBAL MEDIA GROUP 11856 BALBOA BLVD. SUITE 354 GRANADA HILLS, CA 91344							
430 PO-110394	08/18/2010	19155		1 01-0000-0-5800-110-0000-7200-004-000 NN F			50.00	50.00
				TOTAL PAYMENT AMOUNT				50.00 *
								50.00

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num			
Req Reference	Date	Description	FD RESO P OBJE SIT	GOAL FUNC RES DEP T9MP	Liq Amt	Net Amount		
021841/00		TOGO'S/BASKIN-ROBBINS 4241 ELVERTA RD. SUITE 101 ANTELOPE, CA 95843						
531 PO-110461	08/17/2010	274175	1	01-0000-0-4300-101-0000-7150-002-000	NN F	39.99	39.99	
TOTAL PAYMENT AMOUNT						39.99 *	39.99	
016243/00		TOM DUFFY COMPANY 5650 ROSEVILLE ROAD SACRAMENTO, CA 95842						
92 PO-110092	08/17/2010	364061	1	01-8150-0-4300-106-0000-8110-007-000	NN P	246.95	246.95	
TOTAL PAYMENT AMOUNT						246.95 *	246.95	
014278/00		TOUCHBOARDS 205 WESTWOOD AVENUE LONG BRANCH, NJ 07740						
182 PO-110176	08/17/2010	0120788-IN	1	01-3550-0-4300-472-1110-1000-014-000	NN F	35.98	35.98	
182 PO-110176	08/17/2010	0122198-IN	2	01-3550-0-4400-472-1110-1000-014-000	NN F	3,043.90	2,797.69	
TOTAL PAYMENT AMOUNT						2,833.67 *	2,833.67	
017918/00		TREE, GUYLENE 						
565 PO-110488	08/17/2010	REIMB	1	01-0000-0-5600-472-1262-1000-014-000	N F	225.00	225.00	
558 PO-110500	08/17/2010	REIMB	1	01-0000-0-4400-472-1262-1000-014-000	N F	1,072.14	1,072.14	
609 PO-110509	08/19/2010	REIMB	1	01-0000-0-4300-472-1262-1000-014-000	N F	89.87	89.87	
TOTAL PAYMENT AMOUNT						1,387.01 *	1,387.01	
022179/00		US HEALTHWORKS TB TESTS P.O. BOX 50042 LOS ANGELES, CA 90074						
110 PO-110108	08/18/2010	1738458-CA	1	01-0000-0-5800-110-0000-7200-004-000	NN P	57.00	57.00	
TOTAL PAYMENT AMOUNT						57.00 *	57.00	

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Vendor/Addr Req Reference	Remit name Date	Description	Tax ID num	Deposit type FD RESO P	ABA num OBJE SIT	Account num GOAL FUNC RES DEP T9MP	Liq Amt	Net Amount
016889/00	WATER RITE PRODUCTS INC. 4807 RIO LINDA BLVD. SACRAMENTO, CA 95838		942993560					
98 PO-110098	08/17/2010	473882		1	01-8150-0-4300-106-0000-8110-007-000	NN P	27.86	27.86
TOTAL PAYMENT AMOUNT							27.86 *	27.86
018567/00	WESTERN STATES GLASS P.O. BOX 6058 FREMONT, CA 94538-0658							
100 PO-110100	08/17/2010	780928		1	01-8150-0-4300-106-0000-8110-007-000	NN P	178.57	178.57
TOTAL PAYMENT AMOUNT							178.57 *	178.57
011582/00	WILLIAM V. MACGILL & CO. 1000 N. LOMBARD RD LOMBARD, IL 60148							
279 PO-110249	08/17/2010	IN0329523		1	01-0000-0-4300-102-0000-3140-003-000	NN F	169.79	186.74
326 PO-110283	08/17/2010	IN0329749		1	01-0000-0-4300-102-0000-3140-003-000	NN F	102.12	101.33
TOTAL PAYMENT AMOUNT							288.07 *	288.07
017313/00	XEROX CORPORATION P.O. BOX 7405 PASADENA, CA 91109-7405							
CL-818107	08/18/2010	111056675			01-0000-0-5800-115-9790-8200-007-000	NN	3,291.15	3,291.15
120 PO-110112	08/17/2010	300012592		1	01-0000-0-5800-115-9790-8200-007-000	NN P	10.75	10.75
120 PO-110112	08/17/2010	300012594		1	01-0000-0-5800-115-9790-8200-007-000	NN P	1,371.57	1,371.57
120 PO-110112	08/17/2010	300012579		1	01-0000-0-5800-115-9790-8200-007-000	NN P	8.87	8.87
120 PO-110112	08/17/2010	300012630		1	01-0000-0-5800-115-9790-8200-007-000	NN P	1.87	1.87
PV-111011	08/18/2010	701347086,048986481,049035969			01-0000-0-5612-115-9790-8200-007-000	NN	106.85	106.85
PV-111011	08/18/2010	INV701347086			01-0000-0-5612-371-0000-2700-012-000	NN	2.71	2.71
PV-111011	08/18/2010	INV701347086			01-0000-0-5612-472-9769-1000-014-000	NN	31.63	31.63
PV-111011	08/18/2010	INV701347086			01-3550-0-5612-472-1110-1000-014-000	NN	397.42	397.42
PV-111011	08/18/2010	INV701347086			01-4203-0-5612-103-4760-1000-003-000	NN	17.94	17.94
PV-111011	08/18/2010	INV701347086			01-7220-0-5612-472-1110-1000-014-000	NN	7.52	7.52
TOTAL PAYMENT AMOUNT							5,248.28 *	5,248.28
TOTAL FUND PAYMENT							138,748.83 **	138,748.83
TOTAL USE TAX AMOUNT							424.45	

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Req Reference	Date	Description	FD RESO P	OBJE SIT	GOAL FUNC	RES DEP	T9MP	Net Amount
010669/00	ALHAMBRA & SIERRA SPRINGS							
	P.O. BOX 660579							
	DALLAS, TX 75266-0579							
295 PO-110264	08/17/2010	27036624779099	2	09-1100-0-4300-501-0000-2700-016-000	NN	P		4.21
295 PO-110264	08/17/2010	27036624779099	1	09-1100-0-4300-501-1110-1000-016-000	NN	P		16.86
TOTAL PAYMENT AMOUNT				21.07 *				21.07
017657/00	RENAISSANCE LEARNING INC.	391559474						
	P.O. BOX 64910							
	ST PAUL, MN 55164-0910							
347 PO-110359	08/17/2010	1794713	1	09-1100-0-5800-501-1110-1000-016-000	NN	F		894.00
TOTAL PAYMENT AMOUNT				894.00 *				894.00
017313/00	XEROX CORPORATION							
	P.O. BOX 7405							
	PASADENA, CA 91109-7405							
PV-111010	08/18/2010	701347086		09-0700-0-5612-503-0000-8110-018-000	NN			1.23
PV-111011	08/18/2010	INV701347086		09-0000-0-5612-501-1110-1000-016-000	NN			175.09
PV-111011	08/18/2010	INV701347086		09-1100-0-5612-501-0000-2700-016-000	NN			42.31
TOTAL PAYMENT AMOUNT				218.63 *				218.63
TOTAL FUND			PAYMENT	1,133.70 **				1,133.70

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 << Open >>

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81 CENTER UNIFIED SCHOOL DIST.  
08-20-10

ACCOUNTS PAYABLE PRELIST  
BATCH: 0010 8-20-2010  
FUND : 13 CAFETERIA FUND

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<< Open >>

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num			
Req Reference	Date	Description	FD RESO P OBJE SIT	GOAL FUNC RES DEP T9MP	Liq Amt	Net Amount		
010700/00	ARAMARK UNIFORM SERVICES INC							
	P.O. BOX 340910							
	SACRAMENTO, CA 95834							
148 PO-110137	08/17/2010	506-0697236	1	13-5310-0-5800-108-0000-3700-007-000	NN P	68.00	68.00	
			TOTAL PAYMENT AMOUNT	68.00 *		68.00		
020098/00	BIG TRAY	830503020						
	1200 7TH STREET							
	SAN FRANCISCO, CA 94107							
130 PO-110120	08/17/2010	675195	1	13-5310-0-4400-108-0000-3700-007-000	NN P	284.92	284.92	
			TOTAL PAYMENT AMOUNT	284.92 *		284.92		
015646/00	BRADDOCK, JULIE							
	[REDACTED]							
572 PO-110494	08/17/2010	REFUND	1	13-5310-0-8634-000-0000-0000-000-000	NN F	24.00	24.00	
			TOTAL PAYMENT AMOUNT	24.00 *		24.00		
018438/00	ECOLAB FOOD SAFETY SPECIALTIES							
	24198 NETWORK PLACE							
	CHICAGO, IL 60673-1241							
138 PO-110127	08/17/2010	3087517	1	13-5310-0-4300-108-0000-3700-007-000	NN P	466.89	466.89	
			TOTAL PAYMENT AMOUNT	466.89 *		466.89		
021080/00	ED JONES FOOD SERVICE INC	942828211						
	5100 FULTON DRIVE SUITE D							
	FAIRFIELD, CA 94534-1639							
139 PO-110128	08/17/2010	JULY-AUG	1	13-5310-0-4700-108-0000-3700-007-000	NN P	28,964.79	28,964.79	
			TOTAL PAYMENT AMOUNT	28,964.79 *		28,964.79		



Vendor/Addr Req Reference	Remit name Date	Description	Tax ID num	Deposit type FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP	ABA num	Account num	Liq Amt	Net Amount
016514/00	FONUA, ANA							
574 PO-110496	08/17/2010	REFUND		1 13-5310-0-8634-000-0000-0000-000 NN F			9.40	9.40
TOTAL PAYMENT AMOUNT				9.40 *				9.40
022464/00	KASEY, LAURA							
551 PO-110481	08/17/2010	REIMB		1 13-5310-0-4300-108-0000-3700-007-000 NN F			34.00	34.00
TOTAL PAYMENT AMOUNT				34.00 *				34.00
010757/00	KIWI DISTRIBUTING INC 6409 LITTLER DR. N KEIZER, OR 97303							
293 PO-110259	08/17/2010	16505		1 13-5310-0-5600-108-0000-3700-007-000 NN P			133.50	133.50
293 PO-110259	08/17/2010	16508		1 13-5310-0-5600-108-0000-3700-007-000 NN P			305.10	305.10
293 PO-110259	08/17/2010	16502		1 13-5310-0-5600-108-0000-3700-007-000 NN P			259.50	259.50
TOTAL PAYMENT AMOUNT				698.10 *				698.10
014797/00	MONTOYA, DELORES							
573 PO-110495	08/17/2010	REFUND		1 13-5310-0-8634-000-0000-0000-000 NN F			31.45	31.45
TOTAL PAYMENT AMOUNT				31.45 *				31.45
022364/00	MYSCHOOLBUCKS LLC 9700 VILLAGE CENTER DRIVE SUITE 50-L GRANITE BAY, CA 95746							
142 PO-110131	08/17/2010	1887		1 13-5310-0-5300-108-0000-3700-007-000 NN P			16.20	16.20
TOTAL PAYMENT AMOUNT				16.20 *				16.20

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81 CENTER UNIFIED SCHOOL DIST.  
08-20-10

ACCOUNTS PAYABLE PRELIST  
BATCH: 0010 8-20-2010  
FUND : 14 DEFERRED MAINTENANCE FUND

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<< Open >>

Vendor/Addr Req Reference	Remit name Date	Description	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
				FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP				
020734/00	AAA SERVICES		942544629					
	1834 AUBURN BLVD.							
	SACRAMENTO, CA 95815							
548 PO-110479	08/18/2010	225299		1 14-0024-0-5600-106-9607-8110-007-000 NN F			120.00	120.00
				TOTAL PAYMENT AMOUNT			120.00 *	120.00
017002/00	HOME DEPOT							
	ACCOUNTS RECEIVABLE							
	P.O. BOX 6031							
	THE LAKES, NV 88901-6031							
260 PO-110263	08/17/2010	6035322532354507		1 14-0024-0-4300-106-9607-8110-007-000 NN P			83.84	83.84
				TOTAL PAYMENT AMOUNT			83.84 *	83.84
014069/00	PLATT ELECTRIC SUPPLY							
	4201 S. MARKET COURT							
	SACRAMENTO, CA 95834							
417 PO-110364	08/17/2010	8064388		1 14-0024-0-4300-106-9607-8110-007-000 NN P			901.18	901.18
417 PO-110364	08/17/2010	8096527		1 14-0024-0-4300-106-9607-8110-007-000 NN P			309.92	309.92
				TOTAL PAYMENT AMOUNT			1,211.10 *	1,211.10
				TOTAL FUND PAYMENT			1,414.94 **	1,414.94

81 CENTER UNIFIED SCHOOL DIST.  
08-20-10

ACCOUNTS PAYABLE PRELIST  
BATCH: 0010 8-20-2010  
FUND : 21 BUILDING FUND

J3730 APY500 H.02.05 08/19/10 PAGE 27  
<< Open >>

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num			
Req Reference	Date	Description	FD RESO	P OBJE	SIT GOAL	FUNC RES	DEP T9MP	Liq Amt
								Net Amount
015797/00	ACE SUPPLY HARDWARE NORTH 7115 WATT AVENUE, SUITE 100 NORTH HIGHLANDS, CA 95660							
425 PO-110372	08/17/2010	81191/2	1	21-0000-0-4300-106-9630-8500-007-000	NN	P		26.21
425 PO-110372	08/17/2010	81207/2	1	21-0000-0-4300-106-9630-8500-007-000	NN	P		32.61
TOTAL PAYMENT AMOUNT								58.82 *
016059/00	ANDERSON LUMBER 4290 ROSEVILLE ROAD NORTH HIGHLANDS, CA 95660-571							
314 PO-110279	08/17/2010	187750971	1	21-0000-0-4300-106-9630-8500-007-000	NN	P		162.67
TOTAL PAYMENT AMOUNT								162.67 *
019750/00	CAPITAL PROGRAM MGMT INC 2150 CAPITOL AVENUE SACRAMENTO, CA 95816	364447158						
PO-002185	08/18/2010	#38	1	21-0000-0-6234-106-9600-8500-007-000	NN	P		7,462.00
TOTAL PAYMENT AMOUNT								7,462.00 *
017002/00	HOME DEPOT ACCOUNTS RECEIVABLE P.O. BOX 6031 THE LAKES, NV 88901-6031							
356 PO-110297	08/17/2010	6035322532354507	1	21-0000-0-4300-106-9630-8500-007-000	NN	F		224.19
416 PO-110363	08/17/2010	6035322532354507	1	21-0000-0-4300-106-9630-8500-007-000	NN	P		42.11
TOTAL PAYMENT AMOUNT								247.26 *
010610/00	LIONAKIS-BEAUMONT DESIGN GROUP 1919 19TH STREET SACRAMENTO, CA 95814	94-1257815						
PO-000075	08/17/2010	46583	2	21-0000-0-6210-472-9630-8500-007-000	N	P		2,326.36
PO-000075	08/17/2010	46105	2	21-0000-0-6210-472-9630-8500-007-000	N	P		4,443.90
PO-000075	08/17/2010	45238	2	21-0000-0-6210-472-9630-8500-007-000	N	P		8,812.00
TOTAL PAYMENT AMOUNT								15,582.26 *

81 CENTER UNIFIED SCHOOL DIST.  
08-20-10

ACCOUNTS PAYABLE PRELIST  
BATCH: 0010 8-20-2010  
FUND : 21 BUILDING FUND

J3730 APY500 H.02.05 08/19/10 PAGE 28  
<< Open >>

Vendor/Addr Req Reference	Remit name Date	Description	Tax ID num	Deposit type FD RESO P OBJE SIT	ABA num GOAL FUNC	Account num RES DEP T9MP	Liq Amt	Net Amount
017727/00	MASON DONALDSON	GEMINI INSPECTION SERVICE 103 MONTICITO COURT ROSEVILLE, CA 95762	558474631					
568 PO-110489	08/17/2010	#14		1 21-0000-0-6290-472-9631-8500-007-000 N F			800.00	800.00
			TOTAL PAYMENT AMOUNT		800.00 *			800.00
018205/00	MOST DEPENDABLE FOUNTAINS	5705 COMMANDER DRIVE ARLINGTON, TN 38002-0587						
124 PO-110116	08/17/2010	INV19245		1 21-0000-0-4300-472-9606-8500-007-000 NN F			2,865.63	2,865.63
			TOTAL PAYMENT AMOUNT		2,865.63 *			2,865.63
014069/00	PLATT ELECTRIC SUPPLY	4201 S. MARKET COURT SACRAMENTO, CA 95834						
PO-002330	08/17/2010	7769924		1 21-0000-0-6236-472-9630-8500-007-000 NN F			3,757.81	840.88
			TOTAL PAYMENT AMOUNT		840.88 *			840.88
016889/00	WATER RITE PRODUCTS INC.	4807 RIO LINDA BLVD. SACRAMENTO, CA 95838	942993560					
253 PO-110152	08/17/2010	472241		1 21-0000-0-4300-472-9606-8500-007-000 NN F			88.08	88.08
			TOTAL PAYMENT AMOUNT		88.08 *			88.08
			TOTAL FUND	PAYMENT	28,107.60 **			28,107.60
			TOTAL BATCH PAYMENT		200,470.93 ***	0.00		200,470.93
			TOTAL USE TAX AMOUNT		434.37			

81 CENTER UNIFIED SCHOOL DIST.  
08-20-10

ACCOUNTS PAYABLE PRELIST  
BATCH: 0011 0-BATCH  
FUND : 21 BUILDING FUND

J3730 APY500 H.02.05 08/19/10 PAGE 29  
<< Open >>

Vendor/Addr	Remit name	Req Reference	Date	Description	Tax ID num	Deposit type	ABA num	Account num	FD RESO P	OBJE SIT	GOAL FUNC	RES DEP	T9MP	Liq Amt	Net Amount
014771/00	ROEBBELEN CONTRACTING INC														
	1241 HAWKS FLIGHTS CT.														
	SUITE 100														
	EL DORADO, CA 95762														
446 PO-110387	08/18/2010 close														
1 21-0000-0-6270-472-9630-8500-007-000 NN C 93,249.20 0.00															
TOTAL PAYMENT AMOUNT 0.00 *															
TOTAL FUND PAYMENT 0.00 **															
TOTAL BATCH PAYMENT 0.00 ***															
TOTAL DISTRICT PAYMENT 200,470.93 ****															
TOTAL USE TAX AMOUNT 434.37															
TOTAL FOR ALL DISTRICTS: 200,470.93 ****															
TOTAL USE TAX AMOUNT 434.37															

Number of warrants to be printed: 124, not counting voids due to stub overflows.

*Center Joint Unified School District***AGENDA REQUEST FOR:****Dept./Site:** Superintendent's Office**Action Item**       X      **To:** Board of Trustees**Information Item**                     **Date:** September 15, 2010**# Attached Pages**                     **From:** Scott A. Loehr, Superintendent**Principal/Administrator Initials:**                     **SUBJECT: First Reading: Board Policies/Regulations/Exhibits**  
(No Significant Changes)

Replace	BP 1150	Commendations and Awards
Delete	AR 1150	Commendations and Awards
Replace	BP/AR 1250	Visitors/Outsiders
Replace	BP 3100	Budget
Replace	AR 3460	Financial Reports and Accountability
Replace	AR 3516.2	Bomb Threats
Replace	BP 3516.5	Emergency Schedules
Replace	BP 4020	Drug and Alcohol Free Workplace
Replace	AR 4032	Reasonable Accommodation
Replace	BP 4156.2/4256.2/4356.2	Awards and Recognition
Replace	AR 4161.1/4361.1	Personal Illness/Injury Leave
Delete	BP 5145.8	Refusal to Harm or Destroy Animals
Replace	AR 5145.8	Refusal to Harm or Destroy Animals
Replace	BP/AR 6158	Independent Study
Replace	BP 6162.5	Student Assessment
Replace	BB 9270	Conflict of Interest
Add	E 9270	Conflict of Interest

**RECOMMENDATION:** CUSD Board of Trustees approve the first reading of presented policies/regulations/exhibits.

**COMMENDATIONS AND AWARDS**

Note: The following **optional** policy addresses commendation of community members and organizations and may be revised to reflect district practice. For policy addressing recognition of employees and students, see BP 4156.2/4256.2/4356.2 - Awards and Recognition and BP/AR 5126 - Awards for Achievement.

To encourage community involvement in district programs and activities, the Governing Board may publicly recognize and commend parents/guardians, community members, businesses, and organizations that make outstanding contributions or provide longstanding service to the district or district students.

*(cf. 1000 - Concepts and Roles)*  
*(cf. 1020 - Youth Services)*  
*(cf. 1240 - Volunteer Assistance)*  
*(cf. 1700 - Relations Between Private Industry and the Schools)*  
*(cf. 3290 - Gifts, Grants and Bequests)*

Any Board member, employee, parent/guardian, student, or community member may recommend an individual or organization for Board recognition. He/she shall submit to the Superintendent or designee the name of the individual or organization and a description of the outstanding contribution or service.

Note: The following paragraph lists the types of commendations and awards that may be presented by the Board. Gifts of money or gift certificates may be considered an unconstitutional gift of public funds absent specific legislative authority.

At the Board's discretion, the Board may present a letter of recognition, Board resolution, plaque, or other award at a public Board meeting or may hold a reception or informal recognition activity. The Board also may designate a day, week, or month for special recognition of volunteers.

The Board encourages similar forms of recognition for achievement or services as part of school-level commendation programs.

*(cf. 4156.2/4256.2/4356.2 - Awards and Recognition)*  
*(cf. 5126 - Awards for Achievement)*

**Legal Reference:**

**EDUCATION CODE**

**35160 Authority of governing boards**

**35160.1 Broad authority of school districts**

**44015 Awards to employees and students**

**CALIFORNIA CONSTITUTION**

**Article 16, Section 6 Gifts of public funds**



# **Board Policy**

## **Commendations And Awards**

**BP 1150**  
**Community Relations**

The Governing Board believes that individuals and organizations deserve recognition when they provide contributions or longstanding service to the district. The Board believes that commending such service promotes increased community understanding and participation.

(cf. 1700 - Relations between Private Industry and the Schools)

The Superintendent or designee shall establish procedures by which Board members, employees or members of the community may suggest persons or organizations for Board recognition. At the Board's discretion, letters of recognition, Board resolutions, plaques or awards may be presented.

The Board encourages similar forms of recognition for achievement or services as part of school-level commendation programs.

(cf. 4156.2 - Awards and Recognition)  
(cf. 5126 - Awards for Achievement)

**Legal Reference:**  
**EDUCATION CODE**  
35160 Authority of governing boards  
35160.1 Broad authority of school districts  
44015 Awards to employees and students

**Policy**  
**adopted: October 15, 1992**

**CENTER UNIFIED SCHOOL DISTRICT**  
**Antelope, California**

Delete

## **Administrative Regulation**

### **Commendations And Awards**

AR 1150

#### **Community Relations**

Any Board member, employee, parent/guardian, student or community member may submit the name of an individual or organization to the Superintendent or designee for Board recognition.

Persons proposing the recognition of an individual or organization shall also indicate a suggested type of recognition which may include, but is not limited to, the following:

1. Plaques or awards, to be presented at a Board meeting, for providing the district or community with special, unusual or long-term assistance.
2. Board Resolution, to be read at a Board meeting, for distinguished service to children and youth.
3. Letter of Recognition, to be prepared by the Superintendent or designee on behalf of the Board, for significant achievement and/or service by groups such as the basketball team, choir, band, and parent/guardian/community organizations.
4. Receptions and other informal recognition activities.

Regulation

approved: October 15, 1992

CENTER UNIFIED SCHOOL DISTRICT

Antelope, California

**VISITORS/OUTSIDERS**

The Governing Board believes that it is important for parents/guardians and community members to take an active interest in the issues affecting district schools and students. Therefore, the Board encourages interested parents/guardians and community members to visit the schools and participate in the educational program.

(cf. 1240 - Volunteer Assistance)

(cf. 5020 - Parent Rights and Responsibilities)

(cf. 6020 - Parent Involvement)

Note: In Reeves v. Rocklin Unified School District, a California Court of Appeal affirmed districts' authority to establish reasonable regulations for student safety and protection against disruptions on school campuses.

To ensure the safety of students and staff and minimize interruption of the instructional program, the Superintendent or designee shall establish procedures which facilitate visits during regular school days. Visits during school hours should be arranged with the principal or designee. When a visit involves a conference with a teacher or the principal, an appointment should be scheduled during noninstructional time.

(cf. 6116 - Classroom Interruptions)

Note: Penal Code 627.2 requires "outsiders" to register upon entering school grounds during school hours, and Penal Code 627.1 lists individuals who are not "outsiders" for this purpose; see the accompanying administrative regulation. Education Code 32212 authorizes the Governing Board to adopt policy to control classroom interruptions consistent with local circumstances (see AR 6116 - Classroom Interruptions) and Education Code 35160 authorizes the Board to act in any manner not inconsistent with law. Therefore, it appears that a district has the authority to require all visitors, including parents/guardians as well as those not defined as "outsiders" in Penal Code 627.1, to register upon entering school campus and to comply with other reasonable requirements.

Pursuant to Penal Code 627.1, media representatives are not "outsiders." However, an Attorney General opinion (95 Ops.Cal.Atty.Gen. 509 (1996)) has opined that the Board may restrict media representatives' access in the same manner as access by the general public may be limited (e.g., registration or accompaniment by a staff member when on school grounds). Therefore, if a district has developed a policy requiring all members of the general public (i.e., both visitors and outsiders) to register upon entering school grounds, then media may be subject to the same requirements; see BP 1112 - Media Relations.

The following options may be revised to reflect district practice. Option 1 requires anyone who is not a student or staff member to register. Option 2 requires registration only for individuals who are not listed in Penal Code 627.1 (i.e., individuals who are "outsiders").

**~~OPTION 1:~~** ~~Any person who is not a student or staff member shall register immediately upon entering any school building or grounds when school is in session.~~

**OPTION 2:** All outsiders, as defined in law and administrative regulation, shall register immediately upon entering any school building or grounds when school is in session. (Penal Code 627.2)

(cf. 1112 - Media Relations)

## VISITORS/OUTSIDERS (continued)

Note: The remainder of this Board policy may be used by all districts.

The principal or designee may provide a visible means of identification for all individuals who are not students or staff members while on school premises.

No electronic listening or recording device may be used by any person in a classroom without the teacher and principal's permission. (Education Code 51512)

Note: Pursuant to Education Code 35160, the Board is responsible for maintaining order in schools under its jurisdiction. Therefore, in accordance with law, the district may authorize school administrators to direct disruptive individuals to leave school grounds; see AR 3515.2 - Disruptions for language regarding the removal of disruptive persons from school grounds. Penal Code 626.7 provides that a person who is directed to leave the campus and fails to leave, or later reenters without following the school's posted registration requirements, may be guilty of a misdemeanor.

The following optional paragraph should be modified to reflect district practice.

The Board encourages all individuals to assist in maintaining a safe and secure school environment by behaving in an orderly manner while on school grounds and by utilizing the district's complaint processes if they have concerns with any district program or employee. In accordance with Penal Code 626.7, the principal or designee may request that any individual who is causing a disruption, including exhibiting volatile, hostile, aggressive, or offensive behavior, immediately leave school grounds.

*(cf. 1312.1 - Complaints Concerning District Employees)*  
*(cf. 1312.2 - Complaints Concerning Instructional Materials)*  
*(cf. 1312.3 - Uniform Complaint Procedures)*  
*(cf. 1312.4 - Williams Uniform Complaint Procedures)*  
*(cf. 3515.2 - Disruptions)*

*Legal Reference: (see next page)*

## VISITORS/OUTSIDERS (continued)

*Legal Reference:*

EDUCATION CODE

32210 *Willful disturbance of public school or meeting*

32211 *Threatened disruption or interference with classes; misdemeanor*

32212 *Classroom interruptions*

35160 *Authority of governing boards*

35292 *Visits to schools (board members)*

51512 *Prohibited use of electronic listening or recording device*

EVIDENCE CODE

1070 *Refusal to disclose news source*

LABOR CODE

230.8 *Discharge or discrimination for taking time off to participate in child's educational activities*

PENAL CODE

626-626.10 *Schools*

627-627.10 *Access to school premises, especially:*

627.1 *Definitions*

627.2 *Necessity of registration by outsider*

627.7 *Misdemeanors; punishment*

COURT DECISIONS

*Reeves v. Rocklin Unified School District, (2003) 109 Cal.App.4th 652*

ATTORNEY GENERAL OPINIONS

95 *Ops.Cal.Atty.Gen. 509 (1996)*

# **Board Policy**

## **Visitors/Outsiders**

**BP 1250**

### **Community Relations**

The Governing Board encourages parents/guardians and interested members of the community to visit the schools and view the educational program. The Superintendent or designee shall invite parents/guardians and the community to open house activities and other special events.

To ensure minimum interruption of the instructional program, the Superintendent or designee shall establish procedures which facilitate visits during regular school days. Visits during school hours should be first arranged with the teacher and principal or designee. If a conference is desired, an appointment should be set with the teacher during noninstructional time.

To ensure the safety of students and staff and avoid potential disruptions, the Board requires all visitors/outsiders to identify themselves to the principal or designee upon entering school grounds.

All visitors/outsiders shall register in accordance with law immediately upon entering any school building or grounds when school is in session. (Penal Code 627.2)

(cf. 1112 - Media Relations)

(cf. 3515.2 - Disruptions)

For purposes of school safety and security, the principal or designee shall design a visible means of identification for visitors/outsiders while on school premises.

No electronic listening or recording device may be used in a classroom without the teacher and principal's permission. (Education Code 51512)

#### **Legal Reference:**

##### **EDUCATION CODE**

32210 Willful disturbance of public school or meeting

32211 Threatened disruption or interference with classes; misdemeanor

35160 Authority of governing boards

35292 Visits to schools (board members)

51512 Prohibited use of electronic listening or recording device

##### **PENAL CODE**

627-627.10 Access to school premises, especially:

627.1 Definitions

627.2 Necessity of registration by outsider  
EVIDENCE CODE  
1070 Refusal to disclose news source

Policy  
adopted: February 3, 1993

CENTER UNIFIED SCHOOL DISTRICT  
Antelope, California

## VISITORS/OUTSIDERS

Note: Penal Code 627.6 requires that the following notice be posted at the entrance to each school and school grounds. In addition, Education Code 32211 requires that the notice include the "school hours," defined as the period from one hour before classes begin to one hour after classes end, unless it is otherwise defined by the Governing Board.

The Superintendent or designee shall post at every entrance to each school and school grounds a notice describing registration requirements, school hours or hours during which registration is required, the registration location, the route to take to that location, and the penalties for violation of registration requirements. (Education Code 32211; Penal Code 627.6)

Note: The following optional paragraph may be revised to reflect district practice.

~~Unless otherwise directed by the principal or designee, a staff member shall accompany visitors/outsideers while they are on school grounds.~~

### Outsider Registration

Note: The following section should be used only by districts that select Option 2 of the accompanying Board policy, which requires registration only for "outsiders" as defined in Penal Code 627.2.

Outsiders shall register upon entering school premises during school hours. Any person other than the following is considered an outsider: (Evidence Code 1070; Penal Code 627.1, 627.2)

1. A student of the school, unless currently under suspension
2. A parent/guardian of a student of the school
3. A Governing Board member or district employee
4. A public employee whose employment requires being on school grounds, or any person who is on school grounds at the school's request
5. A representative of a school employee organization who is engaged in activities related to the representation of school employees
6. An elected public official
7. A publisher, editor, reporter, or other person connected with or employed by a newspaper, magazine, other periodical publication, press association or wire service, radio station, or television station

*(cf. 1112 - Media Relations)*



## **VISITORS/OUTSIDERS (continued)**

### **Registration Procedure**

Note: Registration items listed below are those required by Penal Code 627.3 when "outsiders" register at a school. Pursuant to Education Code 32212 which authorizes districts to adopt a policy to control classroom interruptions, any district choosing Option 1 in the accompanying Board policy may also use the following list. When a district choosing Option 1 wishes to require the same information of all visitors, "outsider" should be changed to "visitor" in the following section.

In order to register, an outsider shall, upon request, furnish the principal or designee with the following information: (Penal Code 627.3)

1. His/her name, address, and occupation
2. His/her age, if less than 21
3. His/her purpose for entering school grounds
4. Proof of identity
5. Other information consistent with the provisions of law

### **Principal's Registration Authority**

Note: Pursuant to Penal Code 627.4, the following section applies to districts that choose Option 2 in the accompanying Board policy. However, pursuant to Education Code 32212, districts that choose Option 1 also may use the section, if consistent with their local circumstances. When a district choosing Option 1 wishes to use this section, "outsider" should be changed to "visitor" throughout the following section.

The principal or designee may refuse to register any outsider if he/she reasonably concludes that the individual's presence or acts would disrupt the school, students, or employees; would result in damage to property; or would result in the distribution or use of a controlled substance. The principal or designee or school security officer may revoke any outsider's registration if he/she has a reasonable basis for concluding that the individual's presence on school grounds would interfere or is interfering with the peaceful conduct of school activities or would disrupt or is disrupting the school, students, or staff. (Penal Code 627.4)

*(cf. 3515.2 - Disruptions)*

*(cf. 3515.3 - District Police/Security Department)*

When an outsider fails to register, or when the principal or designee denies or revokes an outsider's registration privileges, the principal or designee may request that the individual promptly leave school grounds. When an outsider is directed to leave, the principal or designee shall inform him/her that if he/she reenters the school within seven days he/she may be guilty of a misdemeanor subject to a fine and/or imprisonment. (Penal Code 627.7)

## **VISITORS/OUTSIDERS (continued)**

### **Appeal Procedure**

Any person who is denied registration or whose registration is revoked may appeal to the Superintendent or principal by submitting, within five days after the person's departure from school, a written request for a hearing. This request must state why he/she believes the denial or revocation was improper and must provide an address to which the hearing notice may be sent. Upon receipt of the request for a hearing, the Superintendent or principal shall promptly mail a notice of the hearing to the person requesting it. A hearing before the Superintendent or principal shall be held within seven days after receipt of the request. (Penal Code 627.5)

*(cf. 1312.1 - Complaints Concerning District Employees)*

*(cf. 1312.3 - Uniform Complaint Procedures)*

# **Administrative Regulation**

## **Visitors/Outsiders**

**AR 1250**

### **Community Relations**

**Any person other than the following is considered an outsider:**

- 1. A student of the school, unless currently under suspension.**
- 2. A parent or guardian of a student of the school.**
- 3. A district officer or employee.**
- 4. A public employee whose employment requires being on school grounds, or any person who is on school grounds at the school's request.**
- 5. A representative of a school employee organization who is engaged in activities related to the representation of school employees.**
- 6. An elected public official.**
- 7. A publisher, editor, reporter or other person connected with or employed by a newspaper, magazine, other periodical, radio station or television station. (Penal Code 627.1, Evidence Code 1070)**

### **Appeal Procedure**

**Any person who is denied registration or whose registration is revoked may appeal to the Superintendent or designee or principal by submitting a written request for a hearing. This request must be made within five days after the person's departure from school and must state why the request to depart was improper. The request must provide an address to which a hearing notice may be sent. Upon receipt of the request for a hearing, the Superintendent or designee or principal shall mail a notice of the hearing to the person requesting it. The hearing shall be held within seven days after receipt of the request. (Penal Code 627.5)**

**The decision of the Superintendent or designee or principal may be appealed to the Governing Board. The Board shall address the matter at the next regular public Board meeting for which it can be placed on the agenda. The Board's decision shall be final. (Education Code 32211)**

Regulation

approved: February 3, 1993

CENTER UNIFIED SCHOOL DISTRICT

Antelope, California

**BUDGET**

The Governing Board recognizes its critical responsibility for adopting a sound budget for each fiscal year which is aligned with the district's vision, goals, and priorities. The district budget shall guide administrative decisions and actions throughout the year and shall serve as a tool for monitoring the fiscal health of the district.

*(cf. 0000 - Vision)*

*(cf. 3000 - Concepts and Roles)*

*(cf. 3300 - Expenditures and Purchases)*

*(cf. 3460 - Financial Reports and Accountability)*

*(cf. 9000 - Role of the Board)*

The district budget shall show a complete plan and itemized statement of all proposed expenditures and all estimated revenues for the following fiscal year, together with a comparison of revenues and expenditures for the current fiscal year. The budget shall also include the appropriations limit and the total annual appropriations subject to limitation as determined pursuant to Government Code 7900-7914. (Education Code 42122)

**Budget Development and Adoption Process**

Note: Education Code 42127 gives districts a choice of budget adoption methods. Under the single budget adoption process (Education Code 42127(i)), the Board must adopt and submit, by July 1, a "final" budget which subsequently may be amended within 45 days after the state budget is adopted and when necessary in response to disapproval of the budget by the County Superintendent of Schools. Under the dual budget adoption process (Education Code 42127(e) and (g)), the budget that the Board adopts by July 1 serves as a "tentative" budget. By September 8, the Board must submit a revised final budget which responds to the County Superintendent's recommendations and reflects changes in projected income or expenditures after July 1.

Education Code 42127 requires districts using the single budget adoption process to notify the County Superintendent of that decision by October 31 of the preceding calendar year. However, according to the California Department of Education's (CDE) budget calendar, this notification should be given to the County Superintendent along with the unaudited actual data report due by September 15; see AR 3460 - Financial Reports and Accountability.

**OPTION 1: (Single Budget Adoption Process)**

The Superintendent or designee shall establish an annual budget development process and calendar in accordance with the single budget adoption process described in Education Code 42127(i). He/she shall annually notify the County Superintendent of Schools of the district's decision to use the single budget adoption process in the subsequent year.

**~~OPTION 2: (Dual Budget Adoption Process)~~**

~~The Superintendent or designee shall establish an annual budget development process and calendar in accordance with the dual budget adoption process described in Education Code 42127(e) and (g).~~

Note: The remainder of this section applies to districts that selected either Option 1 or 2 above.

## **BUDGET (continued)**

In order to provide guidance in the development of the budget, the Board shall annually establish budget priorities based on identified district needs and goals and on realistic projections of available funds.

The Superintendent or designee shall oversee the preparation of a proposed district budget for approval by the Board and shall involve appropriate staff in the development of budget projections.

Note: Education Code 42103 and 42127 require a public hearing prior to adoption of the budget and, in the case of the dual budget adoption process, a second public hearing prior to revising the budget; see the accompanying administrative regulation.

The Board encourages public input in the budget development process and shall hold public hearings and meetings in accordance with Education Code 42103 and 42127.

*(cf. 9320 - Meetings and Notices)*

*(cf. 9322 - Agenda/Meeting Materials)*

*(cf. 9323 - Meeting Conduct)*

Note: Education Code 42126 requires the district's final budget to be submitted to the County Superintendent in a format prescribed by the Superintendent of Public Instruction. The CDE requires districts to use the Standardized Account Code Structure; see the accompanying administrative regulation. At its discretion, the district may use a different format for communicating the budget to the Board, staff, and public but, according to the CDE, the budget that the Board formally adopts must be in the format that will be submitted to the County Superintendent.

The budget that is formally adopted by the Board shall be in the format prescribed by the Superintendent of Public Instruction. The Superintendent or designee may supplement this format with additional information as necessary to effectively communicate the budget to the Board, staff, and public.

### **Budget Advisory Committee**

Note: The following **optional** section is for use by districts that choose to establish a budget advisory committee to provide input during the budget development process. The committee may be appointed by the Superintendent or designee (Option 1), by the Board (Option 2), or may be a Board subcommittee composed exclusively of Board members (Option 3). Committees established by Board action are subject to the Brown Act; see BP/AR 1220 - Citizen Advisory Committees. Districts should delete or modify the following options as appropriate. See the accompanying administrative regulation for optional language regarding the committee's composition and duties.

This committee is different from the budget review committee that is required in the event that the County Superintendent disapproves the district's budget; see the accompanying administrative regulation.

**OPTION 1:** The Superintendent or designee may appoint a budget advisory committee composed of staff, Board representatives, and/or members of the community.

## **BUDGET (continued)**

~~**OPTION 2:** The Board may appoint a budget advisory committee composed of staff, Board representatives, and/or members of the community.~~

~~**OPTION 3:** The Board may establish a budget subcommittee composed exclusively of Board members.~~

Note: The following paragraph is for use by districts that selected either Option 1, 2, or 3 above.

The committee shall develop recommendations during the budget development process and its duties shall be assigned each year based on district needs. All recommendations of the committee shall be advisory only and shall not be binding on the Board or the Superintendent or designee.

*(cf. 1220 - Citizen Advisory Committees)*

*(cf. 2230 - Representative and Deliberative Groups)*

*(cf. 3350 - Travel Expenses)*

*(cf. 9130 - Board Committees)*

*(cf. 9140 - Board Representatives)*

## **Budget Criteria and Standards**

Note: Education Code 33129 requires the district to develop its budget and manage expenditures in keeping with criteria and standards adopted by the State Board of Education pursuant to Education Code 33127. These criteria and standards are delineated in Education Code 33128 and 5 CCR 15440-15451.

In developing the district budget, the Superintendent or designee shall analyze criteria and standards adopted by the State Board of Education which address estimation of funded average daily attendance (ADA), projected enrollment, ratio of ADA to enrollment, projected revenue limit, salaries and benefits, other revenues and expenditures, facilities maintenance, deficit spending, fund balance, and reserves. The budget review shall also identify supplemental information regarding contingent liabilities, use of one-time revenues for ongoing expenditures, use of ongoing revenues for one-time expenditures, contingent revenues, contributions, long-term commitments, unfunded liabilities, and the status of labor agreements. (Education Code 33127, 33128, 33129; 5 CCR 15440-15451)

Note: 5 CCR 15450 establishes a minimum percentage or amount, based on the district's average daily attendance, which the district must maintain as a general fund reserve for economic uncertainty. However, ABX4 2 (Ch. 2, Fourth Extraordinary Session, Statutes of 2009) amended Education Code 33128.3 to reduce the required reserve to one-third of that amount for the 2009-10 fiscal year. In fiscal year 2010-11 the district is required to make progress toward restoring the full reserve, and by fiscal year 2011-12 the district must again comply with the reserve threshold specified in 5 CCR 15450. The following paragraph may be revised to reflect the specific percentage or amount applicable to the district.

## **BUDGET (continued)**

The Board shall establish and maintain a general fund reserve for economic uncertainty that meets or exceeds the requirements of law. (Education Code 33128.3; 5 CCR 15450)

Note: The following **optional** paragraph may be revised to reflect district practice. As added and amended by SBX3 4 (Ch. 12, Third Extraordinary Session, Statutes of 2009) and ABX4 2 (Ch. 2, Fourth Extraordinary Session, Statutes of 2009), Education Code 42605 grants districts flexibility to transfer funds received for 39 "Tier 3" categorical programs to be used for any "educational purpose" for the 2008-09 through the 2012-13 fiscal years; see BP 3110 - Transfer of Funds and BP 2210 - Administrative Discretion Regarding Board Policy.

The Board may establish other budget assumptions or parameters which may take into consideration the stability of funding sources, legal requirements and constraints on the use of funds, anticipated increases and/or decreases in the cost of services and supplies, categorical program requirements, and any other factors necessary to ensure that the budget is a realistic plan for district revenues and expenditures.

*(cf. 2210 - Administrative Discretion Regarding Board Policy)*

*(cf. 3110 - Transfer of Funds)*

## **Fund Balance**

Note: The following section reflects the provisions of Governmental Accounting Standards Board (GASB) Statement 54, which makes changes in the way fund balances in the general fund must be reported in external financial reports, beginning in the fiscal year starting July 1, 2010. Fund balances must be classified as nonspendable, restricted, committed, assigned, and unassigned in accordance with GASB 54 definitions; see AR 3460 - Financial Reports and Accountability. Pursuant to GASB 54, the Board has sole authority to specify purposes of funds classified as "committed" and also must express, or delegate the authority to express, intended purposes of resources that result in the "assigned" fund balance. The Board may adopt a formal resolution containing the required components, as provided below, or may modify the following section to reflect its fund balance policy.

The Board shall adopt a formal resolution that provides for classification of fund balances in the general fund and is compliant with Governmental Accounting Standards Board (GASB) Statement 54. The resolution also shall:

1. Establish specific steps for committing funds that cannot be used for any other purpose unless the Board takes action to remove or change the constraint
2. Express the authority of the Board and/or delegate authority to other person(s) to identify intended uses of assigned funds
3. Establish the order in which fund balances will be spent when multiple fund balance types are available for an expenditure



**BUDGET (continued)**

Note: Item #4 below is **optional**. Although not required by GASB 54, the Government Finance Officers Association (GFOA) recommends that public agencies adopt a minimum fund balance policy as described below. The GFOA's Best Practice: Appropriate Level of Unrestricted Fund Balance in the General Fund describes a variety of factors that should be considered when developing a minimum fund balance policy, such as the predictability of its revenue and volatility of its expenditures, perceived exposure to significant one-time outlays, potential drain upon the general fund from other funds as well as the availability of resources in other funds, liquidity of resources, and portion of unrestricted fund balance already committed or assigned for a specific purpose. According to the GFOA, a public agency may deem it appropriate to exclude committed and assigned resources and focus on unassigned fund balance rather than unrestricted fund balance. The Board may adopt a formal resolution addressing the minimum fund balance, as provided below, or may modify the following paragraph to reflect its minimum fund balance policy.

4. Address the minimum fund balance in the general fund by establishing an appropriate level of unrestricted fund balance that will be maintained in the general fund, the circumstances under which the unrestricted fund balance can be spent down, and the procedure for replenishing deficiencies

The Board reserves the authority to review and amend this resolution as needed to reflect changing circumstances and district needs.

**Long-Term Financial Obligations**

The district's current-year budget and multi-year projections shall include adequate provisions for addressing the district's long-term financial obligations, including, but not limited to, long-term obligations resulting from collective bargaining agreements, financing of facilities projects, unfunded or future liability for retiree benefits, and accrued workers' compensation claims.

*(cf. 4141/4241 - Collective Bargaining Agreement)*

*(cf. 4143/4243 - Negotiations/Consultation)*

*(cf. 4154/4254/4354 - Health and Welfare Benefits)*

*(cf. 7210 - Facilities Financing)*

*(cf. 9250 - Remuneration, Reimbursement and Other Benefits)*

Note: The following two optional paragraphs are for use by districts that provide "other postemployment benefits" (OPEBs) (i.e., medical, dental, vision, hearing, life insurance, long-term care, long-term disability, and other nonpension benefits to retired employees or Board members) and should be revised to reflect district practice; see BP/AR 4154/4254/4354 - Health and Welfare Benefits and BB 9250 - Remuneration, Reimbursement and Other Benefits. CSBA recommends that districts adopt a specific funding strategy for addressing their OPEB obligations. The district may pay the premiums as they fall due ("pay-as-you-go"), but in such a case the district would then accrue a deficit with respect to future retirees which can be expected to grow as a result of an increasing retiree population and increases in benefit costs. Therefore, it is recommended that the district prefund the debt to the extent possible using a method and level to be determined by the Board. For example, the district may contribute a set amount or percentage of the actuarially determined "annual required contributions" to an irrevocable trust or designated fund each year.

**BUDGET (continued)**

Regardless of the funding strategy used by the district, GASB Statement 45 requires the district to report the annual expense of OPEBs and, to the extent that the OPEBs are not prefunded, to report them as a liability on the district's financial statements; see AR 3460 - Financial Reports and Accountability.

CSBA's GASB 45 Solutions program provides access to qualified actuaries and consultants and a GASB 45-compliant trust to prefund future obligations. See CSBA's web site for further information.

The Board shall approve a plan for meeting the district's long-term obligations to fund nonpension, other postemployment benefits (OPEBs). This plan shall include a specific funding strategy and the method that will be used to finance the district's annual fiscal obligations for such benefits in a manner that continually reduces the deficit to the district to the extent possible. The Board reserves the authority to review and amend the funding strategy as necessary to ensure that it continues to serve the best interests of the district and maintains flexibility to adjust for changing budgetary considerations.

When the Superintendent or designee presents a report to the Board on the estimated accrued but unfunded cost of OPEBs, the Board shall disclose, as a separate agenda item at the same meeting, whether or not it will reserve a sufficient amount of money in its budget to fund the present value of the benefits of existing retirees and/or the future cost of employees who are eligible for benefits in the current fiscal year. (Education Code 42140)

Note: The following **optional** paragraph is for use by districts that are self-insured for workers' compensation claims, either individually or as part of a joint powers agency. See AR 3460 - Financial Reports and Accountability for provisions related to reporting the estimated accrued but unfunded cost of workers' compensation claims based on an actuarial report.

When the Superintendent or designee presents a report to the Board on the estimated accrued but unfunded cost of workers' compensation claims, the Board shall disclose, as a separate agenda item at the same meeting, whether or not it will reserve in the budget sufficient amounts to fund the present value of accrued but unfunded workers' compensation claims or if it is otherwise decreasing the amount in its workers' compensation reserve fund. The Board shall annually certify to the County Superintendent the amount, if any, that it has decided to reserve in the budget for these costs. The Board shall submit to the County Superintendent any budget revisions that may be necessary to account for this budget reserve. (Education Code 42141)

**Budget Amendments**

Note: The following section is **optional** and should be revised to reflect district practice. CSBA's publication Maximizing School Board Governance: Fiscal Accountability recommends that the Board require continual review and amendment of the budget and that the Board view budget amendment as an important policy discussion that should not be considered routine or delegated to management.

**BUDGET (continued)**

Whenever revenues and expenditures change significantly throughout the year, the Superintendent or designee shall recommend budget amendments to ensure accurate projections of the district's net ending balance. When final figures for the prior-year budget are available, this information shall be used as soon as possible to update the current-year budget's beginning balance and projected revenues and expenditures.

In addition, budget amendments shall be submitted for Board approval when the state budget is adopted, collective bargaining agreements are accepted, district income declines, increased revenues or unanticipated savings are made available to the district, program proposals are significantly different from those approved during budget adoption, interfund transfers are needed to meet actual program expenditures, and/or other significant changes occur that impact budget projections.

*Legal Reference:***EDUCATION CODE***1240 Duties of county superintendent of schools**33127-33131 Standards and criteria for local budgets and expenditures**35035 Powers and duties of superintendent**35161 Powers and duties, generally, of governing boards**42103 Public hearing on proposed budget; requirements for content of proposed budget**42122-42129 Budget requirements**42130-42134 Financial certifications**42140-42141 Disclosure of fiscal obligations**42602 Use of unbudgeted funds**42605 Tier 3 categorical flexibility**42610 Appropriation of excess funds and limitation thereon**44518-44519.2 Chief business officer training program**45253 Annual budget of personnel commission**45254 First year budget of personnel commission***GOVERNMENT CODE***7900-7914 Appropriations limit***CODE OF REGULATIONS, TITLE 5***15060 Standardized account code structure**15440-15451 Criteria and standards for school district budgets*

*Management Resources: (see next page)*

**BUDGET (continued)**

*Management Resources:*

**CSBA PUBLICATIONS**

*Maximizing School Board Governance: Budget Planning and Adoption, 2006*

*Maximizing School Board Governance: Understanding District Budgets, 2006*

*School Finance CD-ROM, 2005*

**CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS**

*California School Accounting Manual*

**FISCAL CRISIS AND MANAGEMENT ASSISTANCE TEAM PUBLICATIONS**

*Fiscal Oversight Guide for AB 1200, AB 2756 and Subsequent Related Legislation, September 2006*

**GOVERNMENT FINANCE OFFICERS ASSOCIATION**

*Best Practice: Appropriate Level of Unrestricted Fund Balance in the General Fund, 2009*

**GOVERNMENTAL ACCOUNTING STANDARDS BOARD STATEMENTS**

*Statement 54, Fund Balance Reporting and Governmental Fund Type Definitions, March 2009*

*Statement 45, Accounting and Financial Reporting by Employers for Post-employment Benefits Other Than Pensions, June 2004*

*Statement 34, Basic Financial Statements and Management's Discussion and Analysis - For State and Local Governments, June 1999*

**WEB SITES**

*CSBA: <http://www.csba.org>*

*Association of California School Administrators: <http://www.acsa.org>*

*California Department of Education, Finance and Grants: <http://www.cde.ca.gov/fg>*

*California Department of Finance: <http://www.dof.ca.gov>*

*Fiscal Crisis and Management Assistance Team: <http://www.fcmat.org>*

*Government Finance Officers Association: <http://www.gfoa.org>*

*Governmental Accounting Standards Board: <http://www.gasb.org>*

*Legislative Analyst's Office: <http://www.lao.ca.gov>*

*School Services of California, Inc.: <http://www.sscal.com>*

# **Board Policy**

## **Budget**

BP 3100

### **Business and Noninstructional Operations**

The Governing Board recognizes its critical responsibility for adopting a sound budget for each fiscal year which is aligned with the district's vision, goals, and priorities. The district budget shall guide administrative decisions and actions throughout the year and shall serve as a tool for monitoring the fiscal health of the district.

(cf. 0000 - Vision)

(cf. 3000 - Concepts and Roles)

(cf. 3300 - Expenditures and Purchases)

(cf. 3460 - Financial Reports and Accountability)

(cf. 9000 - Role of the Board)

The district budget shall show a complete plan and itemized statement of all proposed expenditures and all estimated revenues for the following fiscal year, together with a comparison of revenues and expenditures for the current fiscal year. The budget shall also include the appropriations limit and the total annual appropriations subject to limitation as determined pursuant to Government Code 7900-7914. (Education Code 42122)

### **Budget Development and Adoption Process**

The Superintendent or designee shall establish an annual budget development process and calendar in accordance with the single budget adoption process described in Education Code 42127(i). He/she shall annually notify the County Superintendent of Schools of the district's decision to use the single budget adoption process in the subsequent year.

In order to provide guidance in the development of the budget, the Board shall annually establish budget priorities based on identified district needs and goals and on realistic projections of available funds.

The Superintendent or designee shall oversee the preparation of a proposed district budget for approval by the Board and shall involve appropriate staff in the development of budget projections.

The Board encourages public input in the budget development process and shall hold public hearings and meetings in accordance with Education Code 42103 and 42127.

(cf. 9320 - Meetings and Notices)

(cf. 9322 - Agenda/Meeting Materials)

**(cf. 9323 - Meeting Conduct)**

**The budget that is formally adopted by the Board shall be in the format prescribed by the Superintendent of Public Instruction. The Superintendent or designee may supplement this format with additional information as necessary to effectively communicate the budget to the Board, staff, and public.**

#### **Budget Advisory Committee**

**The Superintendent or designee may appoint a budget advisory committee composed of staff, Board representatives, and/or members of the community.**

**The committee shall develop recommendations during the budget development process and its duties shall be assigned each year based on district needs. All recommendations of the committee shall be advisory only and shall not be binding on the Board or the Superintendent or designee.**

**(cf. 1220 - Citizen Advisory Committees)  
(cf. 2230 - Representative and Deliberative Groups)  
(cf. 3350 - Travel Expenses)  
(cf. 9130 - Board Committees)  
(cf. 9140 - Board Representatives)**

#### **Budget Criteria and Standards**

**In developing the district budget, the Superintendent or designee shall analyze criteria and standards adopted by the State Board of Education which address estimation of funded average daily attendance (ADA), projected enrollment, ratio of ADA to enrollment, projected revenue limit, salaries and benefits, other revenues and expenditures, facilities maintenance, deficit spending, fund balance, and reserves. The budget review shall also identify supplemental information regarding contingent liabilities, use of one-time revenues for ongoing expenditures, use of ongoing revenues for one-time expenditures, contingent revenues, contributions, long-term commitments, unfunded liabilities, and the status of labor agreements. (Education Code 33127, 33128, 33129; 5 CCR 15440-15451)**

**The Board shall establish and maintain a general fund reserve for economic uncertainty that meets or exceeds the requirements of law. (Education Code 33128.3; 5 CCR 15450)**

**The Board may establish other budget assumptions or parameters which may take into consideration the stability of funding sources, legal requirements and constraints on the use of funds, anticipated increases and/or decreases in the cost of services and supplies, categorical program requirements and flexibility, if any, as well as other factors necessary to ensure that the budget is a realistic plan for district revenues and expenditures.**

**(cf. 2210 - Administrative Discretion Regarding Board Policy)**

(cf. 3110 - Transfer of Funds)

### **Long-Term Financial Obligations**

The district's current-year budget and multi-year projections shall contain adequate provisions for addressing the district's long-term financial obligations, including, but not limited to, long-term obligations resulting from collective bargaining agreements, financing of facilities projects, unfunded or future liability for retiree benefits, and accrued workers' compensation claims.

(cf. 4141/4241 - Collective Bargaining Agreement)

(cf. 4143/4243 - Negotiations/Consultation)

(cf. 4154/4254/4354 - Health and Welfare Benefits)

(cf. 7210 - Facilities Financing)

(cf. 9250 - Remuneration, Reimbursement and Other Benefits)

The Board shall approve a plan for meeting the district's long-term obligations to fund nonpension, other postemployment benefits (OPEBs). This plan shall include a specific funding strategy and the method that will be used to finance the district's annual fiscal obligations for such benefits in a manner that continually reduces the deficit to the district to the extent possible. The Board reserves the authority to review and amend the funding strategy as necessary to ensure that it continues to serve the best interests of the district and maintains flexibility to adjust for changing budgetary considerations.

When the Superintendent or designee presents a report to the Board on the estimated accrued but unfunded cost of OPEBs, the Board shall disclose, as a separate agenda item at the same meeting, whether or not it will reserve a sufficient amount of money in its budget to fund the present value of the benefits of existing retirees and/or the future cost of employees who are eligible for benefits in the current fiscal year. (Education Code 42140)

When the Superintendent or designee presents a report to the Board on the estimated accrued but unfunded cost of workers' compensation claims, the Board shall disclose, as a separate agenda item at the same meeting, whether or not it will reserve in the budget sufficient amounts to fund the present value of accrued but unfunded workers' compensation claims or if it is otherwise decreasing the amount in its workers' compensation reserve fund. The Board shall annually certify to the County Superintendent the amount, if any, that it has decided to reserve in the budget for these costs. The Board shall submit to the County Superintendent any budget revisions that may be necessary to account for this budget reserve. (Education Code 42141)

### **Budget Amendments**

Whenever revenues and expenditures change significantly throughout the year, the Superintendent or designee shall recommend budget amendments to ensure accurate projections of the district's net ending balance. When final figures for the prior-year

budget are available, this information shall be used as soon as possible to update the current-year budget's beginning balance and projected revenues and expenditures.

In addition, budget amendments shall be submitted for Board approval when the state budget is adopted, collective bargaining agreements are accepted, district income declines, increased revenues or unanticipated savings are made available to the district, program proposals are significantly different from those approved during budget adoption, interfund transfers are needed to meet actual program expenditures, and/or other significant changes occur that impact budget projections.

**Legal Reference:**

**EDUCATION CODE**

1240 Duties of county superintendent of schools

33127-33131 Standards and criteria for local budgets and expenditures

35035 Powers and duties of superintendent

35161 Powers and duties, generally, of governing boards

42103 Public hearing on proposed budget; requirements for content of proposed budget

42122-42129 Budget requirements

42130-42134 Financial certifications

42602 Use of unbudgeted funds

42605 Tier 3 categorical flexibility

42610 Appropriation of excess funds and limitation thereon

44518-44519.2 Chief business officer training program

45253 Annual budget of personnel commission

45254 First year budget of personnel commission

**GOVERNMENT CODE**

7900-7914 Appropriations limit

**CODE OF REGULATIONS, TITLE 5**

15060 Standardized account code structure

15440-15451 Criteria and standards for school district budgets

**Management Resources:**

**CSBA PUBLICATIONS**

Maximizing School Board Governance: Budget Planning and Adoption, 2006

Maximizing School Board Governance: Understanding District Budgets, 2006

School Finance CD-ROM, 2005

**CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS**

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**FISCAL CRISIS AND MANAGEMENT ASSISTANCE TEAM PUBLICATIONS**

Fiscal Oversight Guide for AB 1200, AB 2756 and Subsequent Related Legislation, September 2006

**GOVERNMENTAL ACCOUNTING STANDARDS BOARD**

Statement 45, Accounting and Financial Reporting by Employers for Post-employment Benefits Other Than Pensions, June 2004



**Statement 34, Basic Financial Statements and Management's Discussion and Analysis -  
For State and Local Governments, June 1999**

**WEB SITES**

**CSBA: <http://www.csba.org>**

**Association of California School Administrators: <http://www.acsa.org>**

**California Department of Education, Finance and Grants: <http://www.cde.ca.gov/fg>**

**California Department of Finance: <http://www.dof.ca.gov>**

**Fiscal Crisis and Management Assistance Team: <http://www.fcmat.org>**

**Governmental Accounting Standards Board: <http://www.gasb.org>**

**School Services of California, Inc.: <http://www.sscal.com>**

**Policy CENTER UNIFIED SCHOOL DISTRICT  
adopted: February 17, 2010 Antelope, California**

**FINANCIAL REPORTS AND ACCOUNTABILITY**

**Unaudited Actual Receipts and Expenditures**

Note: Education Code 42100 requires that the following report be submitted to the County Superintendent of Schools on a form prescribed by the Superintendent of Public Instruction (SPI). The California Department of Education (CDE) requires that this report be made using the standardized account code structure (SACS) software.

The Superintendent or designee shall prepare a statement of all unaudited actual receipts and expenditures of the district for the preceding fiscal year, using the state's standardized account code structure (SACS) as prescribed by the Superintendent of Public Instruction (SPI). On or before September 15, the Governing Board shall approve this statement and file it with the County Superintendent of Schools. (Education Code 42100)

**Gann Appropriations Limit Resolution**

The Board shall adopt a resolution on or before September 15 of each year to identify, pursuant to Government Code 7900-7914, the estimated appropriations limit for the district for the current fiscal year and the actual appropriations limit of the district during the preceding year. Documentation used to identify these limits shall be made available to the public on the day of the Board meeting. (Education Code 42132; Government Code 7910)

**Interim Reports**

The Superintendent or designee shall submit two interim fiscal reports to the Board, the first report covering the district's financial and budgetary status for the period ending October 31 and the second report covering the period ending January 31. The reports and supporting data shall be made available by the district for public review. (Education Code 42130)

*(cf. 1340 - Access to District Records)*

Note: Education Code 42130 requires that the interim reports be based on the criteria and standards adopted by the State Board of Education (SBE) pursuant to Education Code 33127. These criteria and standards are delineated in 5 CCR 15453-15464 and address the areas listed in the following paragraph.

Pursuant to 5 CCR 15455, one of the criteria is the maintenance of a general fund reserve for economic uncertainty that meets the specified minimum percentage or amount based on the district's average daily attendance; also see BP 3100 - Budget. However, ABX4 2 (Ch. 2, Fourth Extraordinary Session, Statutes of 2009) amended Education Code 33128.3 to reduce the required reserve to one-third of that amount for the 2009-10 fiscal year. In fiscal year 2010-11, the district is required to make progress toward restoring the full reserve, and by fiscal year 2011-12 must again comply with the reserve threshold specified in 5 CCR 15450.

Each interim report shall include an assessment of the district budget as revised to reflect current information regarding the adopted state budget, district property tax revenues, if any, and ending balances for the preceding fiscal year. The report shall be based on criteria and standards adopted by the State Board of Education (SBE) which address fund and cash

**FINANCIAL REPORTS AND ACCOUNTABILITY (continued)**

balances, reserves, deficit spending, estimation of average daily attendance (ADA), projected enrollment, ratio of ADA to enrollment, projected revenue limit, salaries and benefits, other revenues and expenditures, and facilities maintenance. The report shall also provide supplemental information regarding contingent liabilities, use of one-time revenues for ongoing expenditures, contingent revenues, contributions, long-term commitments, unfunded liabilities, temporary interfund borrowings, the status of labor agreements, and the status of other funds. (Education Code 33128.3, 42130, 42131; 5 CCR 15453-15466)

Within 45 days after the close of the period reported, the Board shall approve the interim fiscal report and certify, on the basis of the interim report and any additional financial information known by the Board to exist at the time of certification, whether the district is able to meet its financial obligations for the remainder of the fiscal year and, based on current forecasts, for the subsequent fiscal year. The certification shall be classified as one of the following: (Education Code 42130, 42131)

1. "Positive certification" indicating that the district will meet its financial obligations for the current fiscal year and two subsequent fiscal years
2. "Qualified certification" indicating that the district may not meet its financial obligations for the current fiscal year or two subsequent fiscal years
3. "Negative certification" indicating that the district will be unable to meet its financial obligations for the remainder of the fiscal year or the subsequent fiscal year

Note: Education Code 42130 and 42131 require that the interim report and certification be submitted to the County Superintendent in a format or on forms prescribed by the SPI. The CDE requires that these be reported using the SACS software. Pursuant to Education Code 42131, upon receiving the certification, the County Superintendent is required to send any qualified or negative certification, along with the interim report, to the State Controller and the SPI.

The Superintendent or designee shall submit a copy of the interim report and certification to the County Superintendent using the state's SACS software, as prescribed by the SPI. (Education Code 42130, 42131)

Note: Education Code 42131 gives the County Superintendent 75 days after the close of the reporting period to change the district's positive certification to qualified or negative. Districts may appeal the County Superintendent's determination to the SPI, who will determine the certification to be given to the district.

If the district submits a positive certification that is subsequently changed by the County Superintendent to a qualified or negative certification, the district may appeal the decision to the SPI within five days of receiving the notice of change. (Education Code 42131)

**FINANCIAL REPORTS AND ACCOUNTABILITY (continued)**

Note: Whenever the district receives a qualified or negative certification, Education Code 42131 requires the County Superintendent, within 75 days after the close of the reporting period, to submit his/her comments on the certification to the State Controller and the SPI and report any remedial action proposed or taken under the authority granted to the County Superintendent by Education Code 42127.6. Pursuant to Education Code 42127.6, the County Superintendent shall take one or more of the following actions: (1) assign a fiscal expert to advise the district on its financial problems; (2) conduct a study of the financial and budgetary conditions of the district which includes, but is not limited to, a review of internal controls; (3) direct the district to submit a financial projection of all fund and cash balances as of June 30 of the current year and subsequent fiscal years as required by the County Superintendent; (4) require the district to encumber all contracts and other obligations, prepare appropriate cash flow analyses and monthly or quarterly budget revisions, and appropriately record all receivables and payables; (5) direct the district to submit a proposal for addressing the fiscal conditions that caused the negative or qualified certification; (6) withhold the Board stipend and Superintendent compensation if requested financial information is not provided; and/or (7) assign the Fiscal Crisis and Management Assistance Team (FCMAT) to review and provide recommendations to improve the district's teacher hiring process, teacher retention rate, extent of teacher misassignment, and provision of highly qualified teachers. Education Code 42131 also authorizes the State Controller to conduct an audit or review of the financial condition of any district having a negative or qualified certification.

Pursuant to Education Code 42652, a district that receives a qualified or negative certification also may lose the County Superintendent's or SPI's approval to draw warrants on the county treasury. Furthermore, pursuant to Education Code 42133, a district that receives a qualified or negative certification must have the County Superintendent's approval before issuing any certificates of participation, tax anticipation notes, revenue bonds, or other non-voter-approved debt (see section entitled "Non-Voter-Approved Debt Report" below).

Whenever the district receives a qualified or negative certification as determined by the Board or the County Superintendent, the Superintendent or designee shall cooperate in the implementation of any remedial actions taken by the County Superintendent under the authority granted to him/her pursuant to Education Code 42131.

Note: Education Code 42637 authorizes the County Superintendent, at any time during the fiscal year if he/she concludes that the district's budget does not comply with criteria and standards adopted by the SBE, to conduct a comprehensive review of the financial and budgetary conditions of the district and report his/her findings to the Board at a public meeting. According to FCMAT's Fiscal Oversight Guide, this provision of the law requires the County Superintendent to exercise this authority when the district receives a negative certification and authorizes him/her to do so when the district receives a qualified certification. After receiving such a report, the Board must respond to the recommendations within 15 days.

Whenever the County Superintendent conducts a comprehensive review of the district's financial and budgetary conditions after determining that the district's budget does not comply with SBE-adopted criteria and standards for fiscal stability, the Board shall review the County Superintendent's recommendations at a public Board meeting. Within 15 days of receiving the report, the district shall notify the County Superintendent and the SPI of its proposed actions on the recommendations. (Education Code 42637)

## **FINANCIAL REPORTS AND ACCOUNTABILITY (continued)**

Note: Whenever the district's second interim report is accompanied by a qualified or negative certification, the district must submit another financial statement by June 1 as described below; this report is sometimes referred to as the "third interim report."

If the second interim report of the fiscal year is accompanied by a qualified or negative certification as determined by the Board or the County Superintendent, the Superintendent or designee shall, no later than June 1, provide to the County Superintendent, the State Controller, and the SPI a financial statement that reports data for the period ending April 30 and projects the district's fund and cash balances as of June 30. (Education Code 42131)

Note: Whenever a district with a qualified or negative certification is negotiating a collective bargaining agreement, it must allow the county office of education 10 working days to review and comment on the proposed collective bargaining agreement pursuant to Government Code 3540.2; see BP 4143/4243 - Negotiations/Consultation.

### **Audit Report**

Note: Pursuant to Education Code 41020, the Board must, no later than May 1 of each year, arrange for an audit of all the district's funds. However, if the Board has not provided for an audit by April 1, the County Superintendent shall do so at the district's cost. Thus, the following paragraph reflects the April 1 deadline.

By April 1 of each year, the Board shall provide for an audit of the district's books and accounts or the County Superintendent shall make arrangements to provide for that audit. (Education Code 41020)

The Superintendent or designee shall establish a timetable for the completion and review of the audit within the deadlines established by law.

Note: Education Code 41020 requires districts to select an auditor from a directory of certified public accountants and public accountants deemed by the State Controller as qualified to conduct audits of local education agencies. The State Controller is required to publish this directory by December 31 of each year.

In addition, Education Code 41020.5 prohibits the Board from employing any accountant identified by the State Controller as ineligible based on failure of past audits to comply with provisions of the K-12 annual audit guide. The State Controller will annually notify districts of ineligible accountants by the first day of March.

To conduct the audit, the Board shall select a certified public accountant or public accountant licensed by the State Board of Accountancy from among those deemed qualified by the State Controller. (Education Code 41020, 41020.5)

Note: Education Code 41020 requires that districts rotate auditors as specified below. However, the district may request that the Education Audit Appeals Panel (EAAP) waive this requirement if no otherwise eligible auditor is available to perform the audit.

## **FINANCIAL REPORTS AND ACCOUNTABILITY (continued)**

The Board shall not select any public accounting firm to provide audit services if the lead or coordinating audit partner having primary responsibility for the audit, or the audit partner responsible for reviewing the audit, has performed audit services for the district in each of the six previous fiscal years. (Education Code 41020)

While a public accounting firm is performing the audit of the district, it shall not provide any nonauditing, management, or other consulting services for the district except as provided in Government Accounting Standards, Amendment #3, published by the U.S. Government Accounting Office. (Education Code 41020)

The audit shall include an audit of income and expenditures by source of funds for all funds of the district, including the student body and cafeteria funds and accounts and any other funds under the control or jurisdiction of the district, as well as an audit of student attendance procedures. (Education Code 41020)

*(cf. 3430 - Investing)*

*(cf. 3451 - Petty Cash Funds)*

*(cf. 3452 - Student Activity Funds)*

*(cf. 3551 - Food Service Operations/Cafeteria Fund)*

Note: The following optional paragraph is for use by districts that elect to participate in the school district of choice program (Education Code 48300-48316); see Option 2 in BP/AR 5117 - Interdistrict Attendance. Pursuant to Education Code 48301, any district that elects to participate in the school district of choice program must ensure that its annual financial audit includes, at district expense, a review of the district's compliance with program requirements to establish a random, unbiased process for student admittance and to provide appropriate and factually accurate parent/guardian communications. A summary of any audit exceptions found by the auditor must be included in reports to each geographically adjacent school district, the county office of education, CDE, and Department of Finance as required by Education Code 48313.

~~If the district participates in the school district of choice program to accept interdistrict transfers, the Superintendent or designee shall notify the auditor, prior to the commencement of the audit, that the audit must include a review of the district's compliance with specified program requirements. (Education Code 48301)~~

*(cf. 5117 - Interdistrict Attendance)*

Note: The following paragraph is optional. The Governmental Accounting Standards Board (GASB) Statement 34 contains requirements for the contents of the district's annual audited financial reports.

The Superintendent or designee shall cooperate with the auditor to provide the necessary financial records and to ensure that the audit report contains all information required by law and the Governmental Accounting Standards Board (GASB).

## FINANCIAL REPORTS AND ACCOUNTABILITY (continued)

By January 31 of each year, the Board shall review, at an open meeting, the annual district audit for the prior year, any audit exceptions identified in that audit, the recommendations or findings of any management letter issued by the auditor, and any description of correction or plans to correct any exceptions or any issue raised in a management letter. (Education Code 41020.3)

(cf. 9322 - Agenda/Meeting Materials)

Note: The following paragraph is **optional**. Although Education Code 41020.3 requires that the Board review the audit report by January 31 of each year, as provided above, CSBA's publication Maximizing School Board Governance: Fiscal Accountability recommends that the Board conduct this review before the audit is filed with the County Superintendent, CDE, and State Controller on December 15.

To the extent possible, the Board's review shall occur prior to December 15 to provide the Board and the community an opportunity to review the audit before it is submitted to local and state agencies.

No later than December 15, the Superintendent or designee shall file the report of the audit for the preceding fiscal year with the County Superintendent, the California Department of Education, and the State Controller. (Education Code 41020)

Note: Pursuant to Education Code 41344 and 41344.1, the district may informally or formally appeal an audit finding to the EAAP within the timelines noted below, when the audit finding requires the district to repay an apportionment or pay a penalty. If it finds that there has been substantial compliance with the law, the EAAP may waive or reduce repayments or order other remedial measures to induce future compliance.

If an audit finding results in the district being required to repay an apportionment or pay a penalty, the district may appeal the finding to the Education Audit Appeals Panel by making an informal, summary appeal within 30 days of receiving the final audit report or initiating a formal appeal within 60 days of receiving the report. (Education Code 41344, 41344.1)

### Fund Balance

Note: The following **optional** section reflects the provisions of GASB Statement 54, which makes changes in the way fund balances in the general fund must be reported in external financial reports, beginning in the fiscal year starting July 1, 2010. Pursuant to GASB 54, the Board has sole authority to specify purposes of committed funds (item #3 below) and also must express, or delegate the authority to express, intended purposes of resources resulting in the assigned fund balance (item #4 below); see BP 3100 - Budget.

In accordance with GASB Statement 54, external financial reports shall report fund balances in the general fund within the following classifications based on the relative strength of constraints placed on the purposes for which resources can be used:

1. Nonspendable fund balance, including amounts that are not expected to be converted to cash, such as resources that are not in a spendable form or are legally or contractually required to be maintained intact

## **FINANCIAL REPORTS AND ACCOUNTABILITY (continued)**

2. Restricted fund balance, including amounts constrained to specific purposes by their providers or by law
3. Committed fund balance, including amounts constrained to specific purposes by the Board
4. Assigned fund balance, including amounts which the Board or its designee intends to use for a specific purpose
5. Unassigned fund balance, including amounts that are available for any purpose

### **Negative Balance Report**

Whenever the district reports a negative unrestricted fund balance or a negative cash balance in its annual budget or annual audit report, it shall include in the budget a statement that identifies the reasons for the negative unrestricted fund balance or negative cash balance and the steps that have been taken to ensure that the negative balance will not occur at the end of the current fiscal year. (Education Code 42127.5)

### **Non-Voter-Approved Debt Report**

Note: The following section addresses notices regarding the issuance of revenue bonds, certificates of participation, and other non-voter-approved debts. Pursuant to Education Code 42133, a district that has a qualified or negative certification in any fiscal year cannot issue non-voter-approved debt in that fiscal year or in the next fiscal year unless the County Superintendent determines that the district's repayment of the debt is probable.

Upon approval by the Board to proceed with the issuance of revenue bonds or any agreement for financing school construction pursuant to Education Code 17170-17199.5, the Superintendent or designee shall notify the County Superintendent and the county auditor. The Superintendent or designee shall provide the Board, the county auditor, the County Superintendent, and the public with related repayment schedules and evidence of the district's ability to repay the obligation. (Education Code 17150)

When the Board is considering the issuance of certificates of participation and other debt instruments that are secured by real property and do not require the approval of the voters of the district, the Superintendent or designee shall provide notice to the County Superintendent and county auditor no later than 30 days before the Board's approval to proceed with issuance. The Superintendent or designee shall provide the Board, the county auditor, the County Superintendent, and the public with information necessary to assess the anticipated effect of the debt issuance, including related repayment schedules, evidence of the district's ability to repay the obligation, and the issuance costs. (Education Code 17150.1)



**FINANCIAL REPORTS AND ACCOUNTABILITY (continued)**

Note: Pursuant to Education Code 17150 and 17150.1, the County Superintendent and county auditor may, within 15 days of receiving the above notices from the district, comment publicly to the Board regarding the capability of the district to repay the debt obligation.

**Other Postemployment Benefits Report (GASB 45)**

Note: GASB Statement 45 contains reporting requirements pertaining to "other postemployment benefits" (OPEBs) (i.e., medical, dental, vision, hearing, life insurance, long-term care, long-term disability, and other nonpension benefits for retired employees). Under GASB 45, the district must report OPEBs as a current expense during the working years of an employee, calculated by an actuary using one of six specified actuarial cost methods. In addition, to the extent that the OPEBs are not prefunded in a designated fund or irrevocable trust, they must be reported as a liability on the district's financial statements. The decision of whether to prefund the benefits, and by how much, is at the Board's discretion; see BP 3100 - Budget.

The SBE's criteria and standards for budget adoption (5 CCR 15440-15451) require districts to estimate unfunded OPEBs as well as the unfunded portion of any self-insured benefits program. Changes to the unfunded liabilities are disclosed at interim reporting periods (5 CCR 15453, 15464). These reports are included in the SACS software used to develop budget and interim reports.

CSBA's GASB 45 Solutions program provides access to qualified actuaries and consultants and a GASB 45-compliant trust to prefund future obligations. See CSBA's web site for further information.

The following **optional** section may be revised to reflect district practice and should be deleted by districts that do not provide OPEBs.

In accordance with GASB Statement 45, the district's financial statements shall report the annual expense of nonpension other postemployment benefits (OPEBs) on an accrual basis over retirees' active working lifetime, as determined by a qualified actuary procured by the Superintendent or designee. To the extent that these OPEBs are not prefunded, the district shall report a liability on its financial statements.

*(cf. 4154/4254/4354 - Health and Welfare Benefits)*

*(cf. 9250 - Remuneration, Reimbursement and Other Benefits)*

The Superintendent or designee shall annually present the estimated accrued but unfunded cost of OPEBs and the actuarial report upon which those costs are based at a public meeting of the Board. (Education Code 42140)

Note: Pursuant to GASB 45, the district must arrange for an actuary to update the valuation of its OPEB obligations either every two years (for OPEB plans with a total membership of 200 or more) or every three years (for OPEB plans with fewer than 200 members). CDE correspondence dated February 26, 2007 indicates that districts with fewer than 100 plan members may use an alternative method that does not require the services of an actuary. The district may revise the following paragraph to reflect the district's circumstances.

## **FINANCIAL REPORTS AND ACCOUNTABILITY (continued)**

The amount of the district's financial obligation for OPEBs shall be reevaluated every two or three years in accordance with GASB 45 depending on the number of members in the OPEB plan.

### **Workers' Compensation Claims Report**

Note: The following <b>optional</b> section is for use by districts that are self-insured for workers' compensation claims, either individually or as part of a joint powers agency. See BP 3100 - Budget for provisions related to funding the estimated accrued cost of workers' compensation claims.
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The Superintendent or designee shall annually provide the Board, at a public meeting, information and related actuarial reports showing the estimated accrued but unfunded cost of workers' compensation claims. The estimate of costs shall be based on an actuarial report completed at least every three years by a qualified actuary. (Education Code 42141)

# **Administrative Regulation**

## **Financial Reports And Accountability**

**AR 3460**

### **Business and Noninstructional Operations**

#### **Unaudited Actual Receipts and Expenditures**

The Superintendent or designee shall prepare a statement of all unaudited actual receipts and expenditures of the district for the preceding fiscal year, using the state's standardized account code structure (SACS) as prescribed by the Superintendent of Public Instruction (SPI). On or before September 15, the Governing Board shall approve this statement and file it with the County Superintendent of Schools. (Education Code 42100)

#### **Gann Appropriations Limit Resolution**

The Board shall adopt a resolution by September 15 of each year to identify the estimated appropriations limit for the district for the current fiscal year and the actual appropriations limit of the district during the preceding year, as determined pursuant to Government Code 7900-7914. Documentation used to identify these limits shall be made available to the public on the day of the Board meeting. (Education Code 42132; Government Code 7910)

#### **Interim Reports**

The Superintendent or designee shall submit two interim fiscal reports to the Board, the first report covering the district's financial and budgetary status for the period ending October 31 and the second report covering the period ending January 31. The reports and supporting data shall be made available by the district for public review. (Education Code 42130)

(cf. 1340 - Access to District Records)

The interim report shall include an assessment of the district budget as revised to reflect current information regarding the adopted state budget, district property tax revenues, if any, and ending balances for the preceding year. The review shall be based on criteria and standards adopted by the State Board of Education (SBE) which address fund and cash balances, reserves, deficit spending, estimation of average daily attendance (ADA), projected enrollment, ratio of ADA to enrollment, projected revenue limit, salaries and benefits, other revenues and expenditures, and facilities maintenance. The review shall also consider supplemental information regarding contingent liabilities, use of one-time revenues for ongoing expenditures, contingent revenues, contributions, long-term commitments, unfunded liabilities, temporary interfund borrowings, the status of labor agreements, and the status of other funds. (Education Code 33128.3, 42130, 42131; 5

CCR 15453-15464)

Within 45 days after the close of the period reported, the Board shall approve the interim fiscal report and certify, on the basis of the interim report and any additional financial information known by the Board to exist at the time of certification, whether the district is able to meet its financial obligations for the remainder of the fiscal year and, based on current forecasts, for the subsequent fiscal year. The certification shall be classified as one of the following: (Education Code 42130, 42131)

1. "Positive certification" indicating that the district will meet its financial obligations for the current fiscal year and two subsequent fiscal years
2. "Qualified certification" indicating that the district may not meet its financial obligations for the current fiscal year or two subsequent fiscal years
3. "Negative certification" indicating that the district will be unable to meet its financial obligations for the remainder of the fiscal year or the subsequent fiscal year

The Superintendent or designee shall submit a copy of the interim report and certification to the County Superintendent using the state's SACS software, as prescribed by the SPI. (Education Code 42130, 42131)

If the district submits a positive certification that is subsequently changed by the County Superintendent to a qualified or negative certification, the district may appeal the decision to the SPI within five days of receiving the notice of change. (Education Code 42131)

Whenever the district receives a qualified or negative certification as determined by the Board or the County Superintendent, it shall cooperate in the implementation of any remedial actions taken by the County Superintendent under the authority granted to him/her pursuant to Education Code 42131.

Whenever the County Superintendent conducts a comprehensive review of the district's financial and budgetary conditions after determining that the district's budget does not comply with SBE-adopted standards and criteria for fiscal stability, the Board shall review the County Superintendent's recommendations at a public Board meeting. Within 15 days of receiving the report, the district shall notify the County Superintendent and the SPI of its proposed actions on the recommendations. (Education Code 42637)

If the second interim report of the fiscal year is accompanied by a qualified or negative certification as determined by the Board or the County Superintendent, the Superintendent or designee shall, no later than June 1, provide to the County Superintendent, the State Controller, and the SPI a financial statement that reports data for the period ending April 30 and projects the district's fund and cash balances as of June 30. (Education Code 42131)

## **Audit Report**

**By April 1 of each year, the Board shall provide for an audit of the district's books and accounts or the County Superintendent shall make arrangements to provide for that audit. (Education Code 41020)**

**The Superintendent or designee shall establish a timetable for the completion and review of the audit within the deadlines established by law.**

**To conduct the audit, the Board shall select a certified public accountant or public accountant licensed by the State Board of Accountancy from among those deemed qualified by the State Controller. (Education Code 41020, 41020.5)**

**The Board shall not select any public accounting firm to provide audit services if the lead or coordinating audit partner having primary responsibility for the audit, or the audit partner responsible for reviewing the audit, has performed audit services for the district in each of the six previous fiscal years. (Education Code 41020)**

**While a firm is performing the audit of the district, it shall not provide any nonauditing, management, or other consulting services for the district except as provided in Government Accounting Standards, Amendment #3, published by the U.S. Government Accounting Office. (Education Code 41020)**

**The audit shall include an audit of income and expenditures by source of funds for all funds of the district, including the student body and cafeteria funds and accounts and any other funds under the control or jurisdiction of the district, as well as an audit of student attendance procedures. (Education Code 41020)**

**(cf. 3430 - Investing)  
(cf. 3451 - Petty Cash Funds)  
(cf. 3452 - Student Activity Funds)  
(cf. 3551 - Food Service Operations/Cafeteria Fund)  
(cf. 5117 - Interdistrict Attendance)**

**The district's audited financial report shall include:**

- 1. Management's discussion and analysis, which shall introduce the basic financial statements and provide an analytical overview of the district's financial activities, including:**
  - a. An objective and easily readable analysis of the district's financial activities based on currently known facts, decisions, and conditions**
  - b. Comparisons of the current year to the prior year**
  - c. An analysis of the district's overall financial position, enabling a determination as**

to whether that position has improved or deteriorated as a result of the year's activities

d. An analysis of significant changes that occur in funds and significant budget variances

e. A description of capital asset and long-term debt activity during the year

f. A description of currently known facts, decisions, and conditions that are expected to have a significant effect on the district's financial position

2. Basic financial statements, including:

a. Districtwide financial statements, consisting of a statement of net assets and a statement of activities which report all of the assets, liabilities, revenues, expenses, and gains and losses of the district

b. Fund financial statements, consisting of a series of statements that focus on information about the district's major governmental and enterprise funds, including its blended component units

c. Notes to the financial statements that are essential to a user's understanding of the basic financial statements

3. Supplementary information required by the Governmental Standards Accounting Board (GASB), including, but not limited to, budgetary comparison schedules

By January 31 of each year, the Board shall review, at an open meeting, the annual district audit for the prior year, any audit exceptions identified in that audit, the recommendations or findings of any management letter issued by the auditor, and any description of correction or plans to correct any exceptions or any issue raised in a management letter. (Education Code 41020.3)

(cf. 9322 - Agenda/Meeting Materials)

No later than December 15, the Superintendent or designee shall file the report of the audit for the preceding fiscal year with the County Superintendent, the California Department of Education, and the State Controller. (Education Code 41020)

If an audit finding results in the district being required to repay an apportionment or pay a penalty, the district may appeal the finding to the Education Audit Appeals Panel by making an informal, summary appeal within 30 days of receiving the final audit report or initiating a formal appeal within 60 days of receiving the report. (Education Code 41344, 41344.1)

Negative Balance Report

Whenever the district reports a negative unrestricted fund balance or a negative cash balance in its annual budget or annual audit report, it shall include in the budget a statement that identifies the reasons for the negative unrestricted fund balance or negative cash balance and the steps that have been taken to ensure that the negative balance will not occur at the end of the current fiscal year. (Education Code 42127.5)

#### **Non-Voter-Approved Debt Report**

Upon approval by the Board to proceed with the issuance of revenue bonds or any agreement for financing school construction pursuant to Education Code 17170-17199.5, the Superintendent or designee shall notify the County Superintendent and the county auditor. The Superintendent or designee shall provide the Board, the county auditor, the County Superintendent, and the public with related repayment schedules and evidence of the district's ability to repay the obligation. (Education Code 17150)

In the case of certificates of participation and other debt instruments that are secured by real property and do not require the approval of the voters of the district, notice shall be provided to the County Superintendent and county auditor no later than 30 days before the Board's approval to proceed with issuance. The Superintendent or designee shall provide the Board, the county auditor, the County Superintendent, and the public with information necessary to assess the anticipated effect of the debt issuance, including related repayment schedules, evidence of the district's ability to repay the obligation, and the issuance costs. (Education Code 17150.1)

#### **Other Postemployment Benefits Report (GASB 45)**

In accordance with GASB Statement 45, the district's financial statements shall report the annual expense of nonpension other postemployment benefits (OPEBs) on an accrual basis over the retiree's active working lifetime, as determined by a qualified actuary procured by the Superintendent or designee. To the extent that these OPEBs are not prefunded, the district shall report a liability on its financial statements.

(cf. 4154/4254/4354 - Health and Welfare Benefits)

(cf. 9250 - Remuneration, Reimbursement and Other Benefits)

The Superintendent or designee shall annually present the estimated accrued but unfunded cost of OPEBs and the actuarial report upon which those costs are based at a public meeting of the Board. (Education Code 42140)

The amount of the district's financial obligation for OPEBs shall be reevaluated every two or three years in accordance with GASB 45 depending on the number of members in the OPEB plan.

#### **Workers' Compensation Claims Report**

The Superintendent or designee shall annually provide the Board, at a public meeting,

information and related actuarial reports showing the estimated accrued but unfunded cost of workers' compensation claims. The estimate of costs shall be based on an actuarial report completed at least every three years by a qualified actuary. (Education Code 42141)

Regulation    CENTER UNIFIED SCHOOL DISTRICT  
approved: February 17, 2010 Antelope, California



**BOMB THREATS**

Note: The following **optional** administrative regulation may be revised to reflect district practice.

To maintain a safe and secure environment for district students and staff, the Superintendent or designee shall ensure that the district's emergency and disaster preparedness plan and/or each school's comprehensive safety plan includes procedures for dealing with bomb threats. He/she also shall provide training regarding the procedures to site administrators, safety personnel, and staff members who customarily handle mail, telephone calls, or email.

*(cf. 0450 - Comprehensive Safety Plan)*

*(cf. 3516 - Emergencies and Disaster Preparedness Plan)*

*(cf. 4040 - Employee Use of Technology)*

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

**Receiving Threats**

Note: The U.S. Department of Homeland Security's web site provides a Bomb Threat Checklist that a person who is receiving a bomb threat could use to gather information about the threat.

Any staff member receiving a telephoned bomb threat shall try to keep the caller on the line in order to gather information about the location and timing of the bomb and the person(s) responsible. To the extent possible, the staff member should also take note of the caller's gender, age, any distinctive features of voice or speech, and any background noises such as music, traffic, machinery, or voices.

If the bomb threat is received through the mail system or in writing, the staff member who receives it should handle the letter, note, or package as minimally as possible. If the threat is received through electronic means, such as email or text messaging, the staff member should not delete the message.

**Response Procedure**

Note: The following **optional** section may be deleted if such a procedure is already provided in the district's emergency and disaster preparedness plan; see BP/AR 3516 - Emergencies and Disaster Preparedness Plan.

The following procedure shall be followed when a bomb threat is received:

1. Any employee who receives a bomb threat shall immediately call 911 and also report the threat to the Superintendent or designee. If the threat is in writing, the employee shall place the message in an envelope and take note of where and by whom it was found.
2. Any student or employee who sees a suspicious package shall promptly notify the Superintendent or designee.

**BOMB THREATS (continued)**

3. The Superintendent or designee shall immediately use fire drill signals and initiate standard evacuation procedures as specified in the emergency plan.

*(cf. 3516 - Emergencies and Disaster Preparedness Plan)*

*(cf. 3516.1 - Fire Drills and Fires)*

4. The Superintendent or designee shall turn off any two-way radio equipment which is located in a threatened building.

Law enforcement and/or fire department staff shall conduct the bomb search. No school staff shall search for or handle any explosive or incendiary device.

*(cf. 3515.3 - District Police/Security Department)*

No one shall reenter the threatened building(s) until the Superintendent or designee declares that reentry is safe based on law enforcement and/or fire department clearance.

*(cf. 3516.5 - Emergency Schedules)*

To the extent possible, the Superintendent or designee shall maintain communications with staff, parents/guardians, the Governing Board, other governmental agencies, and the media during the period of the incident.

*(cf. 1112 - Media Relations)*

Following the incident, the Superintendent or designee shall provide crisis counseling for students and/or staff as needed.

*(cf. 6164.2 - Guidance/Counseling Services)*

Any employee or student found to have made a bomb threat shall be subject to disciplinary procedures and/or criminal prosecution.

*(cf. 4118 - Suspension/Disciplinary Action)*

*(cf. 4218 - Dismissal/Suspension/Disciplinary Action)*

*(cf. 5131 - Conduct)*

*(cf. 5131.7 - Weapons and Dangerous Instruments)*

*(cf. 5144.1 - Suspension and Expulsion/Due Process)*

*Legal Reference: (see next page)*

## **BOMB THREATS (continued)**

### *Legal Reference:*

#### EDUCATION CODE

*44810 Willful interference with classroom conduct*

*48900 Grounds for suspension or expulsion*

*51202 Instruction in personal and public health and safety*

#### PENAL CODE

*17 Felony, misdemeanor, classification of offenses*

*148.1 False report of explosive or facsimile bomb*

*245 Assault with deadly weapon or force likely to produce great bodily injury; punishment*

*594 Vandalism; penalty*

### *Management Resources:*

#### CSBA PUBLICATIONS

*911: A Manual for Schools and the Media During a Campus Crisis, 2001*

#### U.S. DEPARTMENT OF HOMELAND SECURITY PUBLICATIONS

#### Bomb Threat Checklist

#### WEB SITES

*CSBA: <http://www.csba.org>*

*California Department of Education, Safe Schools: <http://www.cde.ca.gov/ls/ss>*

*U.S. Department of Homeland Security: <http://www.dhs.gov>*

*U.S. Department of Treasury, Bureau of Alcohol, Tobacco, Firearms and Explosives:*

*<http://www.THREATPLAN.org>*

# **Administrative Regulation**

## **Bomb Threats**

**AR 3516.2**

### **Business and Noninstructional Operations**

#### **Receiving Threats**

Any staff member receiving a telephoned bomb threat shall try to keep the caller on the line so as to gather information about the location and timing of the bomb and the person(s) responsible. He/she should also try to determine the caller's gender and age and should take note of any distinctive features of voice or speech and any background noises such as music, traffic, machinery or other voices.

Staff members who customarily receive telephone calls or handle packages shall receive training related to bomb threats.

#### **Procedures**

1. Any employee who receives a bomb threat shall immediately call 911 and also report the threat to the principal or designee. If the threat is in writing, he/she shall place the message in an envelope and take note of where and by whom it was found.
2. Any student or employee seeing a suspicious package shall promptly notify the principal or designee.
3. The principal or designee shall immediately use fire drill signals and institute standard evacuation procedures as specified in the emergency plan.

(cf. 3516 - Emergency and Disaster Preparedness Plan)

(cf. 3516.1 - Fire Drills and Fires)

4. The principal or designee shall turn off any two-way radio equipment which is located in a threatened building.

Law enforcement and/or fire department staff shall conduct the bomb search. School police officers may assist in this search. No other school staff shall search for or handle any explosive or incendiary device.

Except for school police officers, no staff or students shall reenter the threatened building(s) until the law enforcement and/or fire department staff advises the principal or designee that reentry is safe.

Any student who makes a bomb threat shall be subject to disciplinary procedures.

**(cf. 5144.1 - Suspension and Expulsion/Due Process)**

**Legal Reference:**

**EDUCATION CODE**

**44810 Willful interference with classroom conduct**

**48900 Grounds for suspension or expulsion**

**51202 Instruction in personal and public health and safety**

**PENAL CODE**

**17 Felony, misdemeanor, classification of offenses**

**148.1 False report of explosive or facsimile bomb**

**245 Assault with deadly weapon or force likely to produce great bodily injury;  
punishment**

**594 Vandalism; penalty**

**Regulation      CENTER UNIFIED SCHOOL DISTRICT**  
**approved:      April 23, 1997 Antelope, California**

## **EMERGENCY SCHEDULES**

In order to provide for the safety of students and staff, the Governing Board authorizes the Superintendent or designee to close a school site, change the regular school day schedule, or take any necessary action when hazardous environmental or weather conditions or other emergencies warrant.

*(cf. 0450 - Comprehensive Safety Plan)*

*(cf. 4157/4257/4357 - Employee Safety)*

*(cf. 5142 - Safety)*

*(cf. 6112 - School Day)*

Note: Education Code 41420 requires every district to have at least 175 days of instruction to receive full average daily attendance (ADA) reimbursement. However, pursuant to Education Code 41422 and 46392, a district may apply to the Superintendent of Public Instruction when one or more schools are prevented from meeting this minimum requirement because of a fire, flood, earthquake, epidemic, or other "extraordinary condition" so that it may receive full ADA reimbursement.

When an emergency condition causes a school closure, reduction in attendance, or change in schedule pursuant to Education Code 41422 or 46392, thereby preventing the district from complying with the minimum number of instructional days or minutes required by law, the Superintendent or designee shall complete and submit to the Superintendent of Public Instruction the necessary forms for obtaining approval of the days of the closure, reduction in attendance, or change in schedule. The Superintendent or designee shall submit other relevant district records as may be required.

*(cf. 3580 - District Records)*

*(cf. 6111 - School Calendar)*

Note: Vehicle Code 34501.6 mandates the Governing Board of any district that provides student transportation to adopt procedures that limit the home-to-school operation of school buses when atmospheric conditions reduce visibility to 200 feet or less; see AR 3543 - Transportation Safety and Emergencies for language implementing this mandate. The following optional paragraph may be revised to reflect district practice.

The Superintendent or designee shall establish a system for informing students and parents/guardians when school buses are not operating as scheduled, the school day schedule is changed, or the school is closed. The district's notification system shall include, but is not limited to, notifying local television and radio stations, posting on district web site(s), sending email and text messages, and/or making telephone calls.

*(cf. 1112 - Media Relations)*

*(cf. 1113 - District and School Web Sites)*

*(cf. 3542 - School Bus Drivers)*

*(cf. 3543 - Transportation Safety and Emergencies)*

## **EMERGENCY SCHEDULES (continued)**

Whenever the school day schedule changes after students have arrived at school, the Superintendent or designee shall ensure that students are supervised in accordance with the procedures specified in the district's emergency and disaster preparedness plan.

*(cf. 3516 - Emergencies and Disaster Preparedness Plan)*

The Superintendent or designee may provide a means to make up lost instructional time later during the year. Students and parents/guardians shall receive timely advanced notice of any resulting changes in the school calendar or school day schedule.

### *Legal Reference:*

#### EDUCATION CODE

41420 Required length of school term

41422 Schools not maintained for 175 days

46010 Total days of attendance

46100-46192 Attendance; maximum credit; minimum day

46390 Calculation of ADA in emergency

46391 Lost or destroyed ADA records

46392 Decreased attendance in emergency situation

#### VEHICLE CODE

34501.6 School buses; reduced visibility

### *Management Resources:*

#### CALIFORNIA DEPARTMENT OF EDUCATION CORRESPONDENCE

90-01 Average Daily Attendance Credit During Periods of Emergency, February 10, 2005

#### WEB SITES

California Department of Education: <http://www.cde.ca.gov>

# **Board Policy**

## **Emergency Schedules**

**BP 3516.5**

### **Business and Noninstructional Operations**

In order to provide for the safety of students and staff, the Governing Board authorizes the Superintendent or designee to close a school site, to change the regular school day schedule, or to take any necessary action when adverse weather conditions or other emergencies warrant.

(cf. 0450 - Comprehensive Safety Plan)  
(cf. 4157/4257/4357 - Employee Safety)  
(cf. 5142 - Safety)  
(cf. 6112 - School Day)

The Superintendent or designee shall establish a system for informing students and parents/guardians when school buses are not operating or when the school day schedule is changed or the school is closed.

(cf. 3542 - School Bus Drivers)  
(cf. 3543 - Transportation Safety and Emergencies)

In the event that students arrive at school when the school day schedule changes or the schedule changes after school has begun, the Superintendent or designee shall ensure that supervision is provided in accordance with the procedures specified in the district's emergency and disaster preparedness plan.

(cf. 3516 - Emergencies and Disaster Preparedness Plan)  
(cf. 3516.1 - Fire Drills and Fires)  
(cf. 3516.2 - Bomb Threats)  
(cf. 3516.3 - Earthquake Emergency Procedure System)

The Superintendent or designee may provide a means to compensate for lost instructional time later during the year. Students and parents/guardians shall receive timely advanced notice of any resulting changes in the school calendar or school day schedule.

(cf. 6111 - School Calendar)

#### **Legal Reference:**

#### **EDUCATION CODE**

**41422** Schools not maintained for 175 days

**46010** Total days of attendance



46100-46192 Attendance; maximum credit; minimum day  
46390 Calculation of ADA in emergency  
46392 Decreased attendance in emergency situation  
VEHICLE CODE  
34501.6 School buses; reduced visibility

Policy CENTER UNIFIED SCHOOL DISTRICT  
adopted: May 17, 2000 Antelope, California

## DRUG AND ALCOHOL-FREE WORKPLACE

Note: Government Code 8355 **mandates** state grant recipients such as a school district to certify to the state contracting agency (e.g., the California Department of Education (CDE)) that it agrees to provide a drug-free workplace by taking the actions specified below. Federal grantees are also subject to the same requirements and must provide the same certifications under the federal Drug-Free Workplace Act (41 USC 701-707).

Federal law contains independent requirements for the drug and alcohol testing of school bus drivers; see BP/AR 4112.42/4212.42/4312.42 - Drug and Alcohol Testing for School Bus Drivers. For language regarding a drug testing program for other employees, see BP/AR 4112.41/4212.41/4312.41 - Employee Drug Testing.

The Governing Board believes that the maintenance of a drug- and alcohol-free workplace is essential to staff and student safety and to help ensure a productive and safe work and learning environment.

*(cf. 4112.41/4212.41/4312.41 - Employee Drug Testing)*

*(cf. 4112.42/4212.42/4312.42 - Drug and Alcohol Testing for School Bus Drivers)*

An employee shall not unlawfully manufacture, distribute, dispense, possess, or use any controlled substance while on duty, on district property, or at a school-related activity or event. (Government Code 8355; 41 USC 701)

In addition, an employee shall not use or be under the influence of any alcoholic beverage or controlled substance, as defined in 21 USC 812, while on duty, on district property, or at a district-related activity or event.

Note: Government Code 8355 and 41 USC 701 require the district to certify to the CDE that it has published a statement that notifies employees of the (1) prohibition against drug use, (2) actions that will be taken by the district in the event of a violation, and (3) requirement that employees, as a condition of employment, abide by the district's policy and notify the district in the event of a conviction.

The Superintendent or designee shall notify employees of the district's prohibition against drug use and the actions that will be taken for violation of such prohibition. (Government Code 8355; 41 USC 701)

An employee shall abide by the terms of this policy and shall notify the district, within five days, of his/her conviction for violation in the workplace of any criminal drug statute. (Government Code 8355; 41 USC 701)

The Superintendent or designee shall notify the appropriate federal granting or contracting agency within 10 days after receiving notification, from an employee or otherwise, of any conviction for a violation occurring in the workplace. (41 USC 701)

## **DRUG AND ALCOHOL-FREE WORKPLACE (continued)**

Note: 41 USC 703 requires the district, within 30 days of receiving notification from an employee of his/her conviction of a controlled substance offense, to either discipline the employee or require him/her to complete a drug rehabilitation program as specified below. Pursuant to Education Code 44940 and 45304, when a certificated or classified employee is charged with a controlled substance offense as defined in Education Code 44011, the district must place the employee on a mandatory leave of absence. If the employee is ultimately convicted of the offense, Education Code 44836 and 45123 require the employee to be dismissed. See AR 4118 - Suspension/Disciplinary Action, AR 4117.4 - Dismissal, and AR 4218 - Dismissal/Suspension/Disciplinary Action.

In accordance with law and the district's collective bargaining agreements, the Superintendent or designee shall take appropriate disciplinary action, up to and including termination, against an employee for violating the terms of this policy and/or shall require the employee to satisfactorily participate in and complete a drug assistance or rehabilitation program approved by a federal, state, or local health or law enforcement agency or other appropriate agency.

*(cf. 4112 - Appointment and Conditions of Employment)*

*(cf. 4117.4 - Dismissal)*

*(cf. 4118 - Suspension/Disciplinary Action)*

*(cf. 4212 - Appointment and Conditions of Employment)*

*(cf. 4218 - Dismissal/Suspension/Disciplinary Action)*

The Superintendent or designee shall establish a drug-free awareness program to inform employees about: (Government Code 8355; 41 USC 701)

1. The dangers of drug abuse in the workplace
2. The district's policy of maintaining a drug-free workplace
3. Available drug counseling, rehabilitation, and employee assistance programs

*(cf. 4159/4259/4359 - Employee Assistance Programs)*

4. The penalties that may be imposed on employees for drug abuse violations occurring in the workplace

*Legal Reference: (see next page)*

## **DRUG AND ALCOHOL-FREE WORKPLACE (continued)**

### *Legal Reference:*

#### EDUCATION CODE

44011 *Controlled substance offense*

44425 *Conviction of controlled substance offenses as grounds for revocation of credential*

44836 *Employment of certificated persons convicted of controlled substance offenses*

44940 *Compulsory leave of absence for certificated persons*

44940.5 *Procedures when employees are placed on compulsory leave of absence*

45123 *Employment after conviction of controlled substance offense*

45304 *Compulsory leave of absence for classified persons*

#### GOVERNMENT CODE

8350-8357 *Drug-free workplace*

#### UNITED STATES CODE, TITLE 20

7111-7117 *Safe and Drug Free Schools and Communities Act*

#### UNITED STATES CODE, TITLE 21

812 *Schedule of controlled substances*

#### UNITED STATES CODE, TITLE 41

701-707 *Drug-Free Workplace Act*

#### CODE OF FEDERAL REGULATIONS, TITLE 21

1308.01-1308.49 *Schedule of controlled substances*

#### COURT DECISIONS

Cahoon v. Governing Board of Ventura USD, (2009) 171 Cal.App.4th 381

Ross v. RagingWire Telecommunications, Inc., (2008) 42 Cal.4th 920

### *Management Resources:*

#### WEB SITES

California Department of Alcohol and Drug Programs: <http://www.adp.ca.gov>

California Department of Education: <http://www.cde.ca.gov>

U.S. Department of Labor: <http://www.dol.gov>

# **Board Policy**

## **Drug And Alcohol-Free Workplace**

**BP 4020**

### **Personnel**

The Governing Board believes that the maintenance of drug and alcohol-free workplaces is essential to school and district operations.

No employee shall unlawfully manufacture, distribute, dispense, possess, use or be under the influence of any alcoholic beverage, drug or controlled substance as defined in the Controlled Substances Act and Code of Federal Regulations before, during or after school hours at school or in any other district workplace.

The Superintendent or designee shall:

1. Publish and give to each employee a notification of the above prohibitions. The notification shall specify the actions that will be taken against employees who violate these prohibitions. The notification shall also state that as a condition of employment, the employee will abide by the terms of this policy and notify the employer, within five days, of any criminal drug or alcohol statute conviction which he/she receives for a violation occurring in the workplace.

For the purpose of this policy, "conviction" shall mean a finding of guilt, including a plea of nolo contendere, or imposition of sentence, or both, by any judicial body charged to determine violations of federal or state criminal drug or alcohol statutes.

2. Establish a drug and alcohol-free awareness program to inform employees about:

- a. The dangers of drug and alcohol abuse in the workplace.

- b. The district policy of maintaining drug and alcohol-free workplaces.

- c. Any available drug and alcohol counseling, rehabilitation, and employee assistance programs, and

- d. The penalties that may be imposed on employees for drug and alcohol abuse violations.

3. Notify the appropriate federal granting or contracting agencies within ten days after receiving notification, from an employee or otherwise, of any conviction for a violation occurring in the workplace.

4. Initiate disciplinary action within 30 days after receiving notice of a conviction for a

violation in the workplace from an employee or otherwise. Such action shall be consistent with state and federal law, the appropriate employment contract, the applicable collective bargaining agreement, and district policy and practices.

5. Make a good faith effort to continue maintaining a drug and alcohol-free workplace through implementation of Board policy.

In taking disciplinary action, the Board shall require termination when termination is required by law. When termination is not required by law, the Board shall either take disciplinary action, up to and including termination, or shall require the employee to satisfactorily participate and complete a drug or alcohol assistance or rehabilitation program approved by a federal, state or local health, law enforcement or other appropriate agency. The Board's decision shall be made in accordance with relevant state and federal laws, employment contracts, collective bargaining agreements, and district policies and practices.

(cf. 4117.4 - Dismissal)

(cf. 4118/4218 - Dismissal/Suspension/Disciplinary Action)

(cf. 4159 - Employee Assistance Programs)

**Legal Reference:**

**EDUCATION CODE**

44011 Controlled substance offense

44065 Issuance of credentials

44425 Conviction of controlled substance offenses as grounds for revocation of credential

44836 Employment of certificated persons convicted of controlled substance offenses

44940 Compulsory leave of absence for certificated persons

44940.5 Procedures when employees are placed on compulsory leave of absence

45123 Employment after conviction of controlled substance offense

45304 Compulsory leave of absence for classified persons

**GOVERNMENT CODE**

8350-8357 Drug-free workplace

**UNITED STATES CODE, TITLE 41**

701-707 Drug-Free Workplace Act

**CODE OF FEDERAL REGULATIONS, TITLE 21**

1300.1-1300.15

**THE DRUG-FREE WORKPLACE ACT OF 1988**

Public Law 100-690, 5151-5160

**DRUG-FREE SCHOOLS AND COMMUNITIES ACT AMENDMENT OF 1989**

H.R. 3614

**CONTROLLED SUBSTANCES ACT,**

202 schedules I-V, 21 U.S.C., 812

**Policy CENTER UNIFIED SCHOOL DISTRICT**  
**adopted: December 3, 1991 Antelope, California**

**REASONABLE ACCOMMODATION**

Note: Pursuant to the federal Americans with Disabilities Act (ADA) (42 USC 12101-12213) and the state's Fair Employment and Housing Act (FEHA) (Government Code 12900-12996), the district has a duty to reasonably accommodate qualified employees and job applicants with known disabilities, except when such accommodation would cause an undue hardship to the district. This accommodation is not required for individuals who are not otherwise qualified for the job.

Pursuant to 28 CFR 35.150 and 35.160, the district must also afford individuals with disabilities (including community members, students, and employees) an equal opportunity to participate in or enjoy the benefits of a service, program, or activity. Therefore, the district may need to provide auxiliary aids and services to ensure that existing services and facilities are readily accessible to and usable by individuals with disabilities. See BP 0410 - Nondiscrimination in District Programs and Activities, BB 9320 - Meetings and Notices, and BB 9322 - Agenda/Meeting Materials.

The following optional administrative regulation is consistent with the recommendations contained in the Equal Employment Opportunity Commission's (EEOC) Enforcement Guidance: Reasonable Accommodation and Undue Hardship Under the Americans with Disabilities Act and clarifies a district's responsibility under the ADA.

Except when undue hardship would result to the district, the Superintendent or designee shall provide reasonable accommodation:

1. In the job application process, to any qualified job applicant with a disability
2. To enable any qualified employee with a disability to perform the essential functions of the position he/she holds or desires to hold or to enjoy equal benefits or other terms, conditions, and privileges of employment as other similarly situated employees without disabilities

Note: Pursuant to 28 CFR 35.107, each district having 50 or more (full- or part-time) employees must designate at least one employee to coordinate its efforts to comply with the ADA, including complaint investigation. This coordinator may be the same individual designated by the district pursuant to 34 CFR 106.8 to coordinate efforts to comply with and investigate complaints regarding Title IX (discrimination on the basis of gender). Districts that have not so designated an individual in BP 4030 - Nondiscrimination in Employment should modify the following paragraph to include the title of the individual designated by the district. See also AR 4031 - Complaints Concerning Discrimination in Employment.

The district designates the position specified in BP 4030 - Nondiscrimination in Employment as the coordinator of its efforts to comply with the Americans with Disabilities Act (ADA) and to investigate any and all related complaints.

*(cf. 4030 - Nondiscrimination in Employment)*

*(cf. 4031 - Complaints Concerning Discrimination in Employment)*



## REASONABLE ACCOMMODATION (continued)

### Definitions

Note: The following section contains some basic definitions of terminology used in the ADA. P.L. 110-325 amended 42 USC 12101 to expand the definition of "disability" and requires EEOC to revise its regulations and guidance to reflect the amendment. However, because FEHA has long provided additional protections under California law, the amendments will not likely have much impact in California.

Government Code 12926 and 12926.1 provide definitions of "physical disability" and "mental disability" that require a "limitation of a major life activity," but do not require a "substantial limitation." Government Code 12926 and 12926.1, and the amended federal law, provide that a condition limiting a major life activity shall be determined without respect to any mitigating measures (e.g., medications, assistive devices), unless the mitigating measure itself limits an individual's ability to participate in a major life activity.

The terminology used in the law is complex and is often the subject of litigation. The district should consult legal counsel if a question arises as to whether an individual has a qualifying disability and/or if an accommodation cannot be provided due to "undue hardship."

*Disability*, with respect to an individual, is defined as any of the following: (Government Code 12926; 20 CFR 1630.2)

1. A physical or mental impairment that limits one or more of the major life activities
2. A record of such an impairment
3. Being regarded as having such an impairment

*Limits* shall be determined without regard to mitigating measures such as medications, assistive devices, prosthetics or reasonable accommodations, unless the mitigating measure itself limits a major life activity. (Government Code 12926)

Note: Pursuant to 29 CFR 1630.2 and the EEOC's Enforcement Guidance, evidence as to whether a job function is "essential" includes the district's judgment, written job descriptions, the consequences of not requiring the incumbent to perform the function, the terms of a collective bargaining agreement, and work experience of past and current employees in the job. These considerations underscore the importance of developing and maintaining detailed, up-to-date job descriptions, preferably signed by individuals holding the position.

*Essential functions* are the fundamental job duties of the position the individual with a disability holds or desires. The term does not include the marginal functions of the position. (Government Code 12926; 29 CFR 1630.2)

*Reasonable accommodation* means: (Government Code 12926; 29 CFR 1630.2)

1. For a qualified job applicant with a disability, modifications or adjustments to the job application process that enable him/her to be considered for the position he/she desires

## REASONABLE ACCOMMODATION (continued)

2. For a qualified employee with a disability, modifications or adjustments to the work environment, or to the manner or circumstances under which the position the employee holds or desires is customarily performed, that enable him/her to perform the essential functions of that position or to enjoy equal benefits and privileges of employment as are enjoyed by the district's other similarly situated employees without disabilities

Note: Pursuant to 29 CFR 1630.15, the district may require that, in order to be qualified for a job, a person must not pose a "direct threat" to the health and safety of himself/herself or others in the workplace. In 2002, the U.S. Supreme Court in Chevron USA v. Echazabal upheld the regulation as it relates to the health and safety of the employee requesting the accommodation.

Pursuant to 29 CFR 1630.2, a "direct threat" is a significant risk that cannot be eliminated or reduced by reasonable accommodation. Before finding that a person is not qualified by reason of posing such a threat, the district must consider whether reasonable accommodation could reduce the risk of harm to an acceptable level. If no such accommodation exists, the district may refuse to hire the applicant or may discharge the employee.

*Qualified individual with a disability* means a job applicant or employee with a disability who: (29 CFR 1630.15, 1630.2)

1. Satisfies the requisite skill, experience, education, and other job-related requirements of the employment position he/she holds or desires
2. Can perform the essential functions of the position with or without reasonable accommodation
3. Would not pose a significant risk of substantial harm, which cannot be eliminated or reduced by reasonable accommodation, to himself/herself or others in the job he/she holds or desires

Note: In US Airways, Inc. v. Barnett, the U.S. Supreme Court laid out the burdens of proof for an individual with a disability and an employer in an ADA lawsuit alleging failure to provide reasonable accommodation. Once the employee shows that a requested accommodation is reasonable on its face, the burden shifts to the employer to provide case-specific evidence proving that reasonable accommodation would cause an undue hardship in the particular circumstances.

29 CFR 1630.2 lists factors relevant to the determination of undue hardship; see section below entitled "Granting Reasonable Accommodation."

*Undue hardship* is a determination based on an individualized assessment of current circumstances that shows that the provision of a specific accommodation would cause significant difficulty or expense to the district. (29 CFR 1630.2)

## REASONABLE ACCOMMODATION (continued)

### Request for Reasonable Accommodation

Note: The EEOC's Enforcement Guidance clarifies that, in requesting reasonable accommodation, the employee or job applicant is not required to mention the ADA, use the term "reasonable accommodation," or put the request in writing. Government Code 12940 requires that the district and employee or job applicant engage in an informal, interactive process to clarify the individual's needs and identify the appropriate reasonable accommodation.

Generally, according to the EEOC's Enforcement Guidance, a district is not obligated to ask an employee whether a reasonable accommodation is needed when the employee has not informed the district that an accommodation is necessary. However, the district should initiate the reasonable accommodation interactive process without being asked if the district (1) knows that the employee has a disability; (2) knows, or has reason to know, that the employee is experiencing workplace problems because of the disability; and (3) knows, or has reason to know, that the disability prevents the employee from requesting a reasonable accommodation.

With regard to job applicants, the EEOC's Enforcement Guidance states that the district may tell applicants what the hiring process involves and may ask applicants whether they will need reasonable accommodation for the process. Generally, the district may not ask an applicant whether he/she needs a reasonable accommodation for the job.

When requesting reasonable accommodation, an employee or his/her representative shall inform the employee's supervisor that he/she needs a change at work for a reason related to a medical condition. The supervisor shall inform the coordinator of the employee's request as soon as practicable.

When requesting reasonable accommodation for the hiring process, a job applicant shall inform the coordinator that he/she will need a reasonable accommodation during the process.

Note: According to the EEOC's Enforcement Guidance, the district may ask the individual for reasonable documentation about his/her disability when the need for accommodation is not obvious. The following paragraph is consistent with the EEOC's Enforcement Guidance.

When the disability or the need for accommodation is not obvious, the coordinator may ask the employee to supply reasonable documentation about his/her disability. In requesting this documentation, the coordinator shall specify the types of information that are being sought about the employee's condition, the employee's functional limitations, and the need for reasonable accommodation. The employee may be asked to sign a limited release allowing the coordinator to submit a list of specific questions to his/her health care or vocational professional.

Note: The EEOC's Enforcement Guidance states that if the employee provides insufficient documentation, the district may require the employee to undergo a medical examination, as specified below. However, before requiring the employee to submit to such an examination, the district should specify why the documentation is insufficient and give him/her an opportunity to provide the missing information in a timely manner.

**REASONABLE ACCOMMODATION (continued)**

If the documentation submitted by the employee does not indicate the existence of a qualifying disability or explain the need for reasonable accommodation, the coordinator shall request additional documentation that specifies the missing information. If the employee does not submit such additional documentation in a timely manner, the coordinator may require him/her to submit to an examination by a health care professional selected and paid for by the district.

The district may make a medical or psychological inquiry of a job applicant or require him/her to submit to a medical or psychological examination after he/she has been given a conditional offer of employment but before the commencement of his/her job duties, provided the inquiry or examination is job-related, consistent with business necessity, and required for all incoming employees in the same job classification. (Government Code 12940)

Note: Pursuant to 42 USC 2000ff-1-2000ff-11, the Genetic Information Nondiscrimination Act (P.L. 110-233), it is unlawful for a district to request, require, or purchase an employee's or his/her family member's individual genetic information except in complying with the medical certification requirements for family care and medical leave purposes or with the employee's prior, knowing, voluntary, and written authorization. See AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave. Any such information received by the district must be kept confidential.

The coordinator shall not request any job applicant's or employee's genetic information except as authorized by law. (42 USC 2000ff-1, 2000ff-5)

*(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)*

Note: Pursuant to 42 USC 12112, any information regarding the medical history or condition of a qualified individual with a disability must be treated as a confidential medical record. However, the district should inform supervisors of reasonable accommodation granted to qualified individuals with disabilities. In addition, when such an individual's disability may require emergency medical treatment, first aid and safety personnel should be informed. In A.M. v. Albertsons, LLC, a California appeals court held an employer liable when the employer failed to inform a supervisor about the accommodation allowed one of her subordinates and the subordinate suffered some injury when she was denied the accommodation on one occasion.

In accordance with law, the coordinator shall take steps to ensure the confidentiality of information related to medical conditions or history. As applicable, he/she shall notify the supervisor or manager of the qualified individual of any reasonable accommodation granted the individual and may notify first aid and safety personnel when the disability of the qualified individual may require emergency treatment. (42 USC 12112)

*(cf. 4112.6/4212.6/4312.6 - Personnel Records)*

## **REASONABLE ACCOMMODATION (continued)**

### **Granting Reasonable Accommodation**

Note: The following process is consistent with 29 CFR 1630.2 and the EEOC's Enforcement Guidance.

Upon receiving a request for reasonable accommodation from a qualified individual with a disability, the coordinator shall:

1. Determine the essential functions of the job involved
2. Engage in an informal, interactive process with the individual to review the request for accommodation, identify the precise limitations resulting from the disability, identify potential accommodations, and assess their effectiveness

Note: According to the EEOC's Enforcement Guidance, the district is not required to provide the reasonable accommodation preferred by the individual. Rather, the district must provide an accommodation that is "effective." An "effective accommodation" is one which enables the employee to perform the essential functions of the job or to gain equal access to a benefit or privilege of employment.

Pursuant to 42 USC 12112, the district must provide reasonable accommodation to qualified individuals unless the district can prove that to do so would cause undue hardship as defined in the section entitled "Definitions" above. The burden of proving undue hardship rests with the district and what may be an undue hardship for one district may not be an undue hardship for another, depending on factors such as cost and district size. The EEOC's Enforcement Guidance clarifies that even if the cost of an accommodation would cause undue hardship to a district, the qualified individual should have the option to pay for the portion of the cost that constitutes undue hardship, or to personally provide the accommodation.

3. Develop a plan for reasonable accommodation which will enable the individual to perform the essential functions of the job or gain equal access to a benefit or privilege of employment without imposing undue hardship on the district

A determination of undue hardship should be based on several factors, including: (29 CFR 1630.2)

- a. The nature and net cost of the accommodation needed, taking into consideration the availability of tax credits and deductions and/or outside funding
- b. The overall financial resources of the facility making the accommodation, the number of persons employed at this facility, and the effect on expenses and resources of the facility
- c. The overall financial resources, number of employees, and the number, type, and location of facilities of the district

## **REASONABLE ACCOMMODATION (continued)**

- d. The type of operation of the district, including the composition, structure, and functions of the workforce and the geographic separateness and administrative or fiscal relationship of the facility making the accommodation to other district facilities
- e. The impact of the accommodation on the operation of the facility, including the impact on the ability of other employees to perform their duties and the impact on the facility's ability to conduct business

The coordinator may confer with the site administrator, any medical advisor chosen by the district, and/or other district staff before making a final decision as to the accommodation.

### **Reasonable Accommodation Committee**

Note: At the suggestion of the Office for Civil Rights, some districts have established a reasonable accommodation committee to help in planning for the reasonable accommodation requested by an applicant or employee. The following **optional** section should be modified to reflect district practice.

The coordinator may appoint a committee to review or assist in the development of appropriate plans to reasonably accommodate qualified individuals who request modifications or adjustments in their work duties or environment because of known physical or mental disabilities.

Committee members shall be selected on the basis of their knowledge of the specific functions and duties required in the position, the physical work environment, available accommodations, and other relevant issues. The committee may include a district administrator, site administrator, medical advisor or rehabilitation specialist, and as necessary, a certificated and/or classified employee. Membership may change on a case-by-case basis.

At the coordinator's discretion, the employee or applicant requesting accommodation may participate in the committee's meetings. If the employee or applicant is excluded from the committee's meetings, the coordinator shall communicate with him/her so that he/she has the opportunity to interact and contribute to planning the reasonable accommodation.

### **Appeal Process**

Any qualified individual with a disability who is not satisfied with the decision of the coordinator may appeal in writing to the Superintendent or designee. This appeal shall be made within 10 working days of receiving the decision and shall include:

1. A clear, concise statement of the reasons for the appeal

**REASONABLE ACCOMMODATION (continued)****2. A statement of the specific remedy sought**

The Superintendent or designee shall consult with the coordinator and review the appeal, together with any available supporting documents. The Superintendent or designee shall give the individual his/her decision within 15 working days of receiving the appeal.

Any further appeal for reasonable accommodation shall be considered a complaint concerning discrimination in employment and may be taken to the Governing Board in accordance with the district's procedure for such complaints.

Note: The employee or applicant also may appeal directly to the Office for Civil Rights at any point.

*Legal Reference:***CIVIL CODE***51 Unruh Civil Rights Act***GOVERNMENT CODE***12900-12996 Fair Employment and Housing Act***UNITED STATES CODE, TITLE 29***701-794e Vocational Rehabilitation Act***UNITED STATES CODE, TITLE 42***2000ff-1-2000ff-11 Genetic Information Nondiscrimination Act of 2008**12101-12213 Americans with Disabilities Act***CODE OF FEDERAL REGULATIONS, TITLE 28***35.101-35.190 Americans with Disabilities Act, especially:**35.107 Designation of employee**36.101-36.608 Nondiscrimination on the basis of disability by public facilities***CODE OF FEDERAL REGULATIONS, TITLE 29***1630.2 Definitions***COURT DECISIONS***A.M. v. Albertsons, LLC, (2009) Cal.App.4th 455**Colmenares v. Braemar Country Club, Inc., (2003) 29 Cal.4th 1019**Chevron USA v. Echazabal, (2002) 536 U.S. 73, 122 S.Ct. 2045**US Airways, Inc. v. Barnett, (2002) 535 U.S. 391, 122 S.Ct. 1516**Management Resources:***EQUAL EMPLOYMENT OPPORTUNITY COMMISSION PUBLICATIONS***Enforcement Guidance: Reasonable Accommodation and Undue Hardship under the Americans with Disabilities Act, October 2002***WEB SITES***Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>**Equal Employment Opportunity Commission: <http://www.eeoc.gov>**U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>*

# **Administrative Regulation**

## **Reasonable Accommodation**

**AR 4032**

### **Personnel**

#### **Definitions**

**Disability, with respect to an individual, is defined as any of the following: (Government Code 12926; 29 CFR 1630.2)**

- 1. A physical or mental impairment that limits one or more of the major life activities**
- 2. A record of such an impairment**
- 3. Being regarded as having such an impairment**

**Limits shall be determined without regard to mitigating measures such as medications, assistive devices, prosthetics or reasonable accommodations, unless the mitigating measure itself limits a major life activity. (Government Code 12926)**

**Essential functions are the fundamental job duties of the position the individual with a disability holds or desires. The term does not include the marginal functions of the position. (29 CFR 1630.2)**

**(cf. 4119.3/4219.3/4319.3 - Duties of Personnel)**

**Reasonable accommodations that an employer may need to provide in connection with modifications to the work environment or adjustments in how and when a job is performed that enable an individual with a disability to enjoy equal employment opportunities include, but are not limited to: (29 CFR 1630.2)**

- 1. Making existing facilities accessible and usable**
- 2. Restructuring the job duties**
- 3. Offering part-time or modified work schedules**
- 4. Acquiring or modifying equipment or devices**
- 5. Changing tests, training materials or policies**
- 6. Providing qualified readers or interpreters**



## **7. Reassigning the employee to a vacant position**

**Qualified individual with a disability means an individual with a disability who satisfies the requisite skill, experience, education and other job-related requirements of the employment position and who, with or without reasonable accommodation, can perform the essential functions of such position. (29 CFR 1630.2)**

**Undue hardship is a determination based on an individualized assessment of current circumstances that shows that a specific reasonable accommodation would cause significant difficulty or expense. A determination of undue hardship should be based on several factors, including: (29 CFR 1630.2)**

- 1. The nature and net cost of the accommodation needed, taking into consideration the availability of tax credits and deductions and/or outside funding**
- 2. The overall financial resources of the facility making the reasonable accommodation, the number of persons employed at this facility, the effect on expenses and resources of the facility, or the impact on the operations of the facility**
- 3. The overall financial resources, size, number of employees, and the number, type and location of facilities of the district**
- 4. The type of operation of the district, including the structure and functions of the workforce, the geographic separateness, and the administrative or fiscal relationship of the facility involved in making the accommodation**
- 5. The impact of the accommodation on the operation of the facility, including the impact on the ability of other employees to perform their duties and the impact on the facility's ability to conduct business.**

### **Requests for Reasonable Accommodation**

**The district designates the position specified in BP 4030 - Nondiscrimination in Employment as the coordinator of its efforts to comply with the Americans with Disabilities Act (ADA) and to investigate any and all related complaints.**

**(cf. 4030 - Nondiscrimination in Employment)**

**(cf. 4031 - Complaints Concerning Discrimination in Employment)**

**When requesting reasonable accommodation, the employee or employee's representative shall inform the employee's supervisor that he/she needs a change at work for a reason related to a medical condition.**

**When requesting reasonable accommodation during the hiring process, a job applicant shall inform the coordinator that he/she will need a reasonable accommodation for the process.**

Employees' requests for reasonable accommodation may first be considered informally by the site administrator. The site administrator shall consult with the coordinator before any decision as to accommodation is made.

When the disability and/or the need for accommodation is not obvious, the coordinator may ask the employee to supply reasonable documentation about his/her disability. In requesting this documentation, the coordinator shall specify the types of information that are being sought about the employee's condition, the employee's functional limitations and the need for reasonable accommodation. The employee may be asked to sign a limited release allowing the district to submit a list of specific questions to the health care or vocational professional.

If the documentation submitted by the employee does not specify the existence of a qualifying disability and explain the need for reasonable accommodation, the district may require the employee to submit to an examination by a health care professional selected and paid for by the district.

Upon receiving a request to reasonably accommodate a qualified employee with a disability, the coordinator shall:

1. Determine the essential functions of the job
2. Engage in an informal, interactive process with the employee to review the request for accommodation, identify the precise limitations resulting from the disability, identify potential means for providing accommodation, and assess their effectiveness
3. Develop a plan for reasonable accommodation which is effective and allows the employee to perform the essential functions of the job or to gain equal access to a benefit or privilege of employment and does not impose undue hardship on the district

To qualify for a job, an individual shall not pose a significant risk of substantial harm to himself/herself or others in the workplace which cannot be eliminated or reduced by reasonable accommodation. (29 CFR 1630.2)

The determination of whether an individual poses a significant risk of substantial harm to himself/herself or others shall be made on a case-by-case basis and shall be based on objective, factual evidence, taking into consideration the duration of the risks, the nature and severity of the potential harm, the likelihood that the potential harm will occur and the imminence of potential harm. (29 CFR 1630.2)

The coordinator may confer with the site administrator, the district medical advisor and/or other district staff before making a final decision as to the accommodation.

Reasonable Accommodation Committee

The coordinator may appoint a Reasonable Accommodation Committee to review or assist in the development of appropriate plans to reasonably accommodate an employee or qualified job applicant who has requested an adjustment in work duties or environment because of known physical or mental disabilities. The membership of this committee may change on a case-by-case basis. The committee may include:

1. A district administrator
2. A site administrator
3. A medical advisor or rehabilitation specialist
4. A certificated employee
5. A classified employee

Committee members shall be selected on the basis of their knowledge of the relevant issues, including:

1. The specific functions and duties required in the position
2. The physical work environment
3. Available accommodations

At the coordinator's discretion, the employee or applicant requesting accommodation may participate in or be excluded from committee meetings. If the employee or applicant is excluded from committee meetings, the coordinator shall communicate with him/her so that he/she has the opportunity to interact and contribute to planning the reasonable accommodation.

The coordinator shall take steps to ensure the confidentiality of information related to medical conditions.

### **Appeal Process**

If the employee or applicant is not satisfied with the decision of the coordinator, he/she may appeal in writing to the Superintendent or designee. This appeal shall be made within 10 working days of receiving the decision and shall include:

1. A clear, concise statement of the reasons for the appeal
2. A statement of the specific remedy sought

The Superintendent or designee shall consult with the coordinator and review the appeal, together with any available supporting documents. The Superintendent or designee shall

give the employee or applicant his/her decision within 15 working days of receiving the appeal.

Any further appeal for reasonable accommodation shall be considered a complaint concerning discrimination in employment and may be taken to the Governing Board in accordance with the district's procedure for such complaints.

**Legal Reference:**

**CIVIL CODE**

51 Unruh Civil Rights Act

**GOVERNMENT CODE**

12900-12996 Fair Employment and Housing Act

UNITED STATES CODE, TITLE 29

701-794e Vocational Rehabilitation Act

UNITED STATES CODE, TITLE 42

12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28

35.101-35.190 Americans with Disabilities Act, especially:

35.107 Designation of employee

36.101-36.608 Nondiscrimination on the basis of disability by public facilities

CODE OF FEDERAL REGULATIONS, TITLE 29

1630.2 Direct threat

**COURT DECISIONS**

Colmenares v. Braemar Country Club, Inc., 2003 Cal.LEXIS 1131

Chevron USA v. Echazabal, (2002) 536 U.S. 73, 122 S.Ct. 2045

US Airways, Inc. v. Barnett, (2002) 535 U.S., 122 S.Ct. 1516

**Management Resources:**

**EQUAL EMPLOYMENT OPPORTUNITY COMMISSION**

Enforcement Guidance: Reasonable Accommodation and Undue Hardship under the Americans with Disabilities Act, October 2002

**WEB SITES**

EEOC: <http://www.eeoc.gov>

Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

**Regulation**      **CENTER UNIFIED SCHOOL DISTRICT**

**approved: June 18, 2003      Antelope, California**

**All Personnel**

BP 4156.2(a)

4256.2

**AWARDS AND RECOGNITION**

4356.2

Note: The following policy addresses commendation of district employees and may be revised to reflect district practice. For policy addressing recognition of community members/organizations or students, see BP 1150 - Commendations and Awards and BP/AR 5126 - Awards for Achievement.

The Governing Board values its instructional and noninstructional staff and desires to recognize their outstanding service in order to increase employee morale and encourage creative and innovative performance.

*(cf. 1150 - Commendations and Awards)*

*(cf. 5126 - Awards for Achievement)*

Note: Education Code 37222.10 and 45460, as well as legislative resolutions, encourage recognition of employees on designated days of significance including the Day of the Teacher, Classified School Employee Week, and Week of the School Administrator; see BP/AR 6115 - Ceremonies and Observances.

The Board encourages recognition of all staff during days of significance designated by the Board, state law, or state resolution.

*(cf. 6115 - Ceremonies and Observances)*

Note: If the Governing Board adopts a program to provide awards to individual employees for the reasons provided below, Education Code 44015 mandates the Board to first adopt rules and regulations to implement the program. The remainder of this policy may be revised to reflect district practice.

The Board authorizes awards to individual employees who: (Education Code 44015)

1. Propose procedures or ideas that result in eliminating or reducing district expenditures or improving district operations
2. Perform special acts or services in the public interest
3. By their superior accomplishments, make exceptional contributions to the efficiency, economy, or other improvement in district operations

As the district budget permits, the Superintendent or designee may recognize such employees by issuing service pins, certificates, plaques, and/or other mementos. In addition, he/she may recommend employees to the Board for recognition at a public Board meeting.

*(cf. 3100 - Budget)*

*(cf. 3300 - Expenditures and Purchases)*

The Superintendent or designee shall establish procedures for the selection of individual employees to receive awards.

BP 4156.2(b)  
4256.2  
4356.2

## **AWARDS AND RECOGNITION (continued)**

The Superintendent or designee may appoint one or more merit award committees consisting of Board members, district employees, and/or private citizens to review employee contributions and recommend awards.

Monetary awards to employees shall not exceed \$200 unless expressly approved by the Board. (Education Code 44015)

*(cf. 1220 - Citizen Advisory Committees)*  
*(cf. 9140 - Board Representatives)*

### ***Legal Reference:***

#### **EDUCATION CODE**

35160 Authority of governing boards  
35160.1 Broad authority of school districts  
35161 Powers and duties generally  
37222.10 Days of significance, including Day of the Teacher  
44015 Awards to employees  
45460 Classified School Employee Week

### ***Management Resources:***

#### **CSBA PUBLICATIONS**

**Maximizing School Board Governance: The Board's Relationship to District Staff, 2008**

#### **WEB SITES**

CSBA: <http://www.csba.org>  
Fiscal Crisis and Management Assistance Team: <http://www.fcmat.org>

# **Board Policy**

## **Awards And Recognition**

**BP 4156.2 4256.2,4356.2**

### **Personnel**

The Governing Board believes the district's employees are its most valuable resource and encourages recognition of the services they provide. The Superintendent or designee may issue service pins, certificates, plaques or other mementos in accordance with Board policy and administrative regulations.

(cf. 1150 - Commendations and Awards)

(cf. 3300 - Expenditures/Expending Authority)

The Board authorizes awards to employees who: (Education Code 44015)

1. Propose ideas or procedures which eliminate or reduce district expenditures or improve district operations
2. Perform special acts or services in the public interest
3. By their superior accomplishments, make exceptional contributions to the efficiency, economy, or other improvement in district operations

The Superintendent or designee shall recommend individuals to the Board for such awards.

The Superintendent or designee shall establish regulations governing employee awards.

#### **Legal Reference:**

##### **EDUCATION CODE**

35160 Authority of governing boards

35160.1 Broad authority of school districts

35161 Powers and duties generally

44015 Awards to Employees

**Policy CENTER UNIFIED SCHOOL DISTRICT**  
**adopted: August 2, 2000 Antelope, California**

**PERSONAL ILLNESS/INJURY LEAVE**

Note: The following administrative regulation is subject to collective bargaining and may be deleted by those districts whose agreement fully covers the leave provisions specified below.

Ten days of sick leave per year is the minimum prescribed by Education Code 44978 for certificated employees. The Governing Board may allow additional days at its discretion; if it does so, the following paragraph should be revised accordingly.

Full-time certificated employees are entitled to 10 days leave of absence for personal illness or injury (sick leave) per school year, with full pay. Employees working less than five school days per week shall be granted comparable sick leave in proportion to the time they work. (Education Code 44978)

*(cf. 4161/4261/4361 - Leaves)*

*(cf. 4161.9/4261.9/4361.9 - Catastrophic Leave Program)*

An employee may take sick leave at any time during the school year, even if credit for sick leave has not yet been accrued. (Education Code 44978)

Note: The following paragraph is **optional**.

An employee who does not complete a given year of service shall be charged for any unearned sick leave used as of the date of termination of service.

Unused days of sick leave shall be accumulated from year to year without limitation. (Education Code 44978)

Note: The following **optional** paragraph may be revised to reflect district practice.

At the beginning of each school year, employees shall be notified of the amount of sick leave they have accumulated.

Any certificated employee who leaves the district after at least one school year of employment and accepts a certificated position in another district, county office of education, or community college district within one year shall have transferred with him/her the total amount of accumulated sick leave. The district shall not require new employees to waive leave accumulated in a previous district. (Education Code 44979, 44980)

Sick leave may be used by a certificated employee for absences due to:

1. Temporary inability to perform his/her duties because of illness, accident, or quarantine, whether or not the cause of the absence arises out of and in the course of employment (Education Code 44964)

*(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)*



**PERSONAL ILLNESS/INJURY LEAVE (continued)**

2. Pregnancy, miscarriage, childbirth, and recovery (Education Code 44965, 44978)

*(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)*

3. Personal necessity (Education Code 44981)

*(cf. 4161.2/4261.2/4361.2 - Personal Leaves)*

Note: **Optional** item #4 below may be revised as desired to specify a different minimum increment for sick leave.

4. Medical and dental appointments, in increments of not less than one hour

5. Industrial accidents or illnesses when leave granted specifically for that purpose has been exhausted (Education Code 44984)

*(cf. 4161.11/4361.11 - Industrial Accident/Illness Leave)*

Note: Pursuant to Labor Code 233, any employer who provides sick leave for employees must permit them to use sick leave in any calendar year to attend to the illness of their child, parent, spouse, domestic partner, or domestic partner's child, in an amount not less than the sick leave that would be accrued during six months at the employee's then current rate of entitlement (e.g., five days accrued during six months for full-time certificated employees, unless the district has established an amount that is higher than the legal minimum). Certificated employees also may use personal necessity leave for the serious illness of a member of the employee's immediate family pursuant to Education Code 44981; see AR 4161.2/4261.2/4361.2 - Personal Leaves. Districts are cautioned to consult legal counsel regarding possible interaction of sick leave and personal necessity leave provisions in the Education Code and Labor Code.

6. Illness of the employee's child, parent, spouse, registered domestic partner, or domestic partner's child in an amount not less than the sick leave that would be accrued by the employee during six months at his/her then current rate of entitlement (Labor Code 233)

Note: The following **optional** paragraph may be revised to reflect district practice.

An employee shall notify the district of his/her need to be absent as soon as such need is known, so that substitute services may be secured. This notification shall include an estimate of the expected duration of absence. If the absence becomes longer than estimated, the employee shall so notify the district. If the duration of absence becomes shorter than estimated, the employee shall notify the district not later than 3 p.m. of the day preceding the day on which he/she intends to return to work. If failure to so notify the district results in a substitute being secured, the cost of the substitute shall be deducted from the employee's pay.

*(cf. 4121 - Temporary/Substitute Personnel)*

## **PERSONAL ILLNESS/INJURY LEAVE (continued)**

### **Continued Absence After Available Sick Leave Is Exhausted**

Note: Pursuant to Education Code 44977, an employee who is absent for up to five months after exhausting all his/her available sick leave must receive his/her regular salary minus the cost of a substitute. Option 1 below reflects this requirement.

However, Education Code 44983 provides that Education Code 44977 does not apply to those districts that adopt a rule that gives certificated employees 50 percent or more of their regular salary during the period of absence. Option 2 below is for use by districts that choose to specify such a level of compensation; these districts are mandated to adopt a rule to this effect.

#### **OPTION 1:**

During each school year, when a certificated employee has exhausted all available sick leave, including all accumulated sick leave, and, due to illness or injury, continues to be absent from his/her duties for an additional period up to five school months, the employee shall receive his/her regular salary minus the actual cost of a substitute to fill the position. If the district has made every reasonable effort to secure the services of a substitute and has been unable to do so, the amount that would have been paid to a substitute shall be deducted from the employee's salary. (Education Code 44977)

Note: In *Veguez v. Long Beach Unified School District*, the court held that an employee is not entitled to more than a total of five months of differential pay "per illness or accident," even if the employee works for a period of time between sick leave increments related to the same medical condition.

An employee shall not be provided more than one five-month period per illness or injury. However, if the school year ends before the five-month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year. (Education Code 44977)

#### **OPTION 2:**

Note: Option 2 below is **mandated** for use by districts that choose to provide employees at least 50 percent of their regular salary during the period of absence pursuant to Education Code 44983. The following paragraph specifies a percentage of 50 percent and should be modified by districts that have set a higher percentage.

~~After a certificated employee has exhausted all available sick leave, including all accumulated sick leave, and, due to illness or injury, continues to be absent for an additional period up to five months, he/she shall receive 50 percent of his/her regular salary during the five-month period of absence.~~

Note: The following paragraph is for use by districts that selected either Option 1 or Option 2.

## **PERSONAL ILLNESS/INJURY LEAVE (continued)**

If a certificated employee is not medically able to resume his/her duties after the five-month period provided pursuant to Education Code 44977, the employee shall be placed either in another position or on a reemployment list. Placement on the reemployment list shall be for 24 months for probationary employees or 39 months for permanent employees and shall begin at the expiration of the five-month period. If during this time the employee becomes medically able, he/she shall be returned to employment in a position for which he/she is credentialed and qualified. (Education Code 44978.1)

*(cf. 4116 - Probationary/Permanent Status)*

Note: When an employee is absent for a period of more than five months, or is absent for a cause other than illness, Education Code 44977 and 44983 provide that the amount deducted from his/her salary shall be determined according to the rules and regulations adopted by the Board as long as such rules are not in conflict with State Board of Education regulations. If not covered in the district's negotiated agreement, the district may add provisions here reflecting salary deductions for employees absent longer than five months.

## **Verification Requirements**

Note: Education Code 44978 **mandates** the Board to adopt regulations requiring proof of illness or injury and prescribing the means of verification. However, Education Code 44978 provides that these regulations shall not discriminate against evidence of treatment and the need for treatment by the practice of a well-recognized religion. For verification requirements for employees on leave pursuant to the Family and Medical Leave Act, see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave.

The following section should be modified to reflect district practice and any procedures which have been specified in negotiated agreements.

After any absence due to illness or injury, the employee shall verify the absence by submitting a completed and signed district absence form to his/her immediate supervisor.

The Superintendent or designee may, at any time, require additional written verification by the employee's physician or other authorized health care provider. Such verification shall be required whenever an employee's absence record shows chronic absenteeism or a pattern of absences immediately before or after weekends and/or holidays or whenever clear evidence indicates that an absence is not related to illness or injury.

Note: 42 USC 2000ff-1, the Genetic Information Nondiscrimination Act (P.L. 110-233), specifies that it is unlawful for a district to request, require, or purchase an employee's or his/her family member's individual genetic information except in complying with the medical certification requirements for family care and medical leave purposes or with the employee's prior, knowing, voluntary, and written authorization. See AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave. Any such information received by the district must be kept confidential.

**PERSONAL ILLNESS/INJURY LEAVE (continued)**

The Superintendent or designee may require an employee to visit a physician selected by the district, at district expense, in order to receive a report on the medical condition of the employee. The report shall include a statement as to the employee's need for further leave of absence and a prognosis as to when the employee will be able to return to work. If the report concludes that the employee's condition does not warrant continued absence, the Superintendent or designee may, after giving notice to the employee, deny further leave.

Before returning to work, an employee who has been absent for surgery, hospitalization, or extended medical treatment may be asked to submit a letter from his/her physician stating that he/she is able to return to duty and stipulating any necessary restrictions or limitations.

*(cf. 4032 - Reasonable Accommodation)*

*(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)*

*Legal Reference:*

**EDUCATION CODE**

*44964 Power to grant leave of absence in case of illness, accident, or quarantine*

*44965 Granting of leaves of absence for pregnancy and childbirth*

*44976 Transfer of leave rights when school is transferred to another district*

*44977 Salary deduction during absence from duties up to five months after sick leave is exhausted*

*44978 Provisions for sick leave of certificated employees*

*44978.1 Inability to return to duty; placement in another position or on reemployment list*

*44979 Transfer of accumulated sick leave to another district*

*44980 Transfer of accumulated sick leave to a county office of education*

*44981 Leave of absence for personal necessity*

*44983 Exception to sick leave when district adopts specific rule*

*44984 Industrial accident or illness*

*44986 Leave of absence for disability allowance applicant*

**LABOR CODE**

*220 Sections inapplicable to public employees*

*233 Illness of child, parent, spouse or domestic partner*

*234 Absence control policy*

**CODE OF REGULATIONS, TITLE 5**

*5601 Transfer of accumulated sick leave*

**UNITED STATES CODE, TITLE 42**

*2000ff-2000ff-11 Genetic Information Nondiscrimination Act of 2008*

**COURT DECISIONS**

*Veguez v. Governing Board of Long Beach Unified School District, (2005) 127 Cal.App.4th 406*

# **Administrative Regulation**

## **Personal Illness Injury Leave**

AR 4161.1 4361.1

### **Personnel**

Full-time certificated employees are entitled to 10 days leave of absence for personal illness or injury (sick leave) per school year, with full pay. Employees working less than five days per week shall be granted comparable sick leave in proportion to the time they work. (Education Code 44978)

(cf. 4161/4261 - Leaves)

(cf. 4161.9/4261.9/4361.9 - Catastrophic Leave Program)

(cf. 4361 - Leaves)

An employee may take sick leave at any time during the school year, even if credit for sick leave has not yet been accrued. (Education Code 44978)

An employee who does not complete a given year of service shall be charged for any unearned sick leave used as of the date of termination.

Unused days of sick leave shall be accumulated from year to year without limitation. (Education Code 44978)

Any certificated employee who leaves the district after at least one year of employment and accepts a certificated position in another district, county office of education or community college district within one year shall have transferred with him/her the total amount of accumulated sick leave. The district may not require new employees to waive their leave accumulated in a previous district. (Education Code 44979, 44980)

Sick leave may be used by certificated employees for:

1. Cases of temporary inability to perform duties because of illness, accident or quarantine, whether or not the cause of absence arises out of and in the course of employment (Education Code 44964)

(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)

2. Absences due to pregnancy, miscarriage, childbirth and recovery (Education Code 44965, 44978)

(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)

3. Cases of personal necessity (Education Code 44981)

(cf. 4161.2/4261.2/4361.2 - Personal Leaves)

4. Medical and dental appointments, in increments of not less than one hour

5. Cases of industrial accidents or illnesses when leave granted specifically for that purpose has expired (Education Code 44984)

(cf. 4161.11/4361.11 - Industrial Accident/Illness Leave)

6. Illness of the employee's child, parent or spouse, up to the amount of sick leave that would be accrued during six months (Labor Code 233)

An employee shall notify the district of his/her need to be absent as soon as such need is known, so that substitute services may be secured. This notification shall include an estimate of the expected duration of absence. If the absence becomes longer than estimated, the employee shall so notify the district. If the duration of absence becomes shorter than estimated, the employee shall notify the district not later than 3 p.m. of the day preceding the day on which he/she intends to return to work. If failure to so notify the district results in a substitute being secured, the cost of the substitute shall be deducted from the employee's pay.

(cf. 4121 - Temporary/Substitute Personnel)

#### **Sick Leave Beyond 10 Days**

When a certificated employee has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from his/her duties due to illness or accident for an additional period up to five school months, the employee shall receive his/her regular salary minus the actual cost of a substitute to fill the position. If the district has made every reasonable effort to secure the services of a substitute and has been unable to do so, the amount that might have been paid to a substitute shall be deducted from the employee's salary. (Education Code 44977)

The sick leave, including accumulated sick leave, and the five-month period shall run consecutively. (Education Code 44977)

An employee shall not be provided more than one five-month period per illness or accident. However, if the school year ends before the five-month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year. (Education Code 44977)

After five months, if a certificated employee has exhausted all available sick leave and is not medically able to resume his/her duties, the employee shall be placed either in another position or on a reemployment list. If the employee is on probationary status, he/she shall be placed on the reemployment list for 24 months beginning at the expiration

of the five-month period provided pursuant to Education Code 44977; if on permanent status, the employee shall be placed on the reemployment list for 39 months. If during this time the employee becomes medically able, he/she shall be returned to employment in a position for which he/she is credentialed and qualified. (Education Code 44978.1)

(cf. 4116 - Probationary/Permanent Status)

#### **Verification Requirements**

After any absence due to illness or injury, the employee shall verify the absence by submitting a completed and signed district absence form to his/her immediate supervisor.

The Superintendent or designee may, at any time, require additional written verification by the employee's physician or practitioner. Such verification shall be required whenever an employee's absence record shows chronic absenteeism or a pattern of absences immediately before or after weekends and/or holidays or whenever clear evidence indicates that an absence is not related to illness or injury.

The Superintendent or designee may require an employee to visit a physician selected by the district and at district expense in order to receive a report on the medical condition of the employee. The report shall include a statement as to the employee's need for further leave of absence and a prognosis for when the employee will be able to return to work. If the report concludes that the employee's condition does not warrant continued absence, the Superintendent or designee may, after giving notice to the employee, deny further leave.

Before returning to work, an employee who has been absent for surgery, hospitalization or extended medical treatment may be asked to submit a letter from his/her physician stating that he/she is able to return and stipulating any recommended restrictions or limitations.

(cf. 4032 - Reasonable Accommodation)

(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)

#### **Legal Reference:**

##### **EDUCATION CODE**

44964 Power to grant leave of absence in case of illness, accident or quarantine

44965 Granting of leaves of absence for pregnancy and childbirth

44976 Transfer of leave rights when school is transferred to another district

44977 Salary deduction during absence from duties

44978 Provisions for sick leave of certificated employees

44979 Transfer of accumulated sick leave to another district

44980 Transfer of accumulated sick leave to a county office of education

44981 Leave of absence for personal necessity

44983 Exception to sick leave when district adopts specific rule

**44986 Leave of absence for disability allowance applicant**

**LABOR CODE**

**233 Illness of child, parent or spouse**

**234 Absence control policy**

**CODE OF REGULATIONS, TITLE 5**

**5601 Transfer of accumulated sick leave**

**Regulation    CENTER UNIFIED SCHOOL DISTRICT**

**approved: May 17, 2000    Antelope, California**



# Delete

## **Board Policy**

### **Refusal To Harm Or Destroy Animals**

**BP 5145.8**

#### **Students**

The Governing Board supports the right of students to refrain from participating in instruction which involves dissecting or otherwise harming or destroying animals when they have a moral objection to such activities.

Students shall not be discriminated against because of a decision to exercise this right.  
(Education Code 32255.1)

(cf. 5145.2 - Nondiscrimination/Harassment)

After notifying the teacher of his/her objection pursuant to law and administrative regulations, the student shall be excused from the project and may be provided an appropriate alternative project. The Board encourages staff, whenever possible, to provide an alternative project that teaches the same knowledge and skills as the original project. In any case, staff shall ensure the effective use of students' time by providing instructional activities relevant to the course of study.

#### **Legal Reference:**

##### **EDUCATION CODE**

32255-32255.6 Student's right to refrain from harmful/destructive use of animals

48980 Parental notification at beginning of term

48981-48984 Method and content of notification; signature required

**Policy CENTER UNIFIED SCHOOL DISTRICT**

**adopted: August 5, 1998      Antelope, California**

**REFUSAL TO HARM OR DESTROY ANIMALS**

Any student who has a moral objection to dissecting or otherwise harming or destroying animals shall have the right to refrain from participating in instruction which involves such activities and shall not be discriminated against because of a decision to exercise this right. (Education Code 32255.1)

*(cf. 5145.2 - Freedom of Speech/Expression)*  
*(cf. 6142.93 - Science Instruction)*

Note: The following paragraph should be revised to reflect the grade levels offered by the district.
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The right to refrain from instruction involving harmful or destructive use of animals shall apply to all K-12 courses, except classes and activities conducted as part of agricultural education that provide instruction on the care, management, and evaluation of domestic animals. (Education Code 32255.5, 32255.6)

At the beginning of each academic year, the Superintendent or designee shall notify parents/guardians, in writing, of students' right to refrain from instruction involving the harmful or destructive use of animals. (Education Code 48980)

*(cf. 5145.6 - Parental Notifications)*

In addition, each teacher of a course that uses live or dead animals or animal parts shall inform students of their right to refrain from the harmful or destructive use of animals. (Education Code 32255.4)

A student who wishes to refrain from such instruction shall notify the teacher and shall provide a note from his/her parent/guardian substantiating the objection. (Education Code 32255.1)

Note: AB 176 (Ch. 88, Statutes of 2009) amended Education Code 32255 to revise the definition of an alternative project to reflect updated terminology for recording technology.
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If the teacher believes an adequate alternative project is possible, he/she may work with the student to develop and agree upon an alternative project which would provide the knowledge, information, or experience required by the course of study. Alternative projects include, but are not limited to, the use of video recordings, models, films, books, and computers. The alternative project shall involve time and effort by the student comparable to that required by the original project. (Education Code 32255, 32255.1)

A teacher's determination of whether the student may pursue an alternative project or be excused from the project shall not be arbitrary or capricious. (Education Code 32255.3)

## **REFUSAL TO HARM OR DESTROY ANIMALS (continued)**

In order to receive course credit, students who participate in an alternative project shall pass all course examinations. Students may request an alternative test, however, if a regular examination requires the harmful or destructive use of animals. (Education Code 32255.1)

### *Legal Reference:*

#### EDUCATION CODE

*32255-32255.6 Student's right to refrain from harmful or destructive use of animals*

*48980-48985 Notification of parents/guardians, especially:*

*48980 Parental notification at beginning of term*

*51540 Humane treatment of animals*

### *Management Resources:*

#### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

*Science Framework for California Public Schools: Kindergarten Through Grade 12, 2004*

*Science Content Standards for California Public Schools: Kindergarten Through Grade 12, 1998*

#### WEB SITES

*California Department of Education: <http://www.cde.ca.gov>*

# **Administrative Regulation**

## **Refusal To Harm Or Destroy Animals**

**AR 5145.8**

### **Students**

At the beginning of each academic year, the district shall notify parents/guardians, in writing, of students' right to refrain from instruction involving harm or destruction of animals. (Education Code 48980, 48981)

(cf. 5145.6 - Parental Notifications)

In addition, each teacher of a course that uses live or dead animals or animal parts shall inform students of their right to refrain from the harmful or destructive use of animals. (Education Code 32255.4)

Students who wish to refrain from such instruction shall notify the teacher and shall provide a note from their parent/guardian substantiating the objection. (Education Code 32255.1)

A teacher's determination of whether a student may pursue an alternative project or be excused from the project shall not be arbitrary or capricious. (Education Code 32255.3)

If the teacher believes an adequate alternative project is possible, he/she may work with the student to develop and agree upon an alternative project which would provide the knowledge, information or experience required by the course of study. Alternative projects include but are not limited to the use of video tapes, models, films, books and computers. The alternative project shall involve time and effort comparable to that required by the original project. (Education Code 32255, 32255.1)

Students who participate in an alternative project shall pass all course examinations in order to receive course credit. Students may request an alternative test, however, if a regular examination requires the harmful or destructive use of animals. (Education Code 32255.1)

This right shall apply to all K-12 courses, except classes and activities conducted as part of agricultural education that provide instruction on the care, management and evaluation of domestic animals. (Education Code 32255.5, 32255.6)

Regulation      CENTER UNIFIED SCHOOL DISTRICT  
approved: August 5, 1998      Antelope, California

**INDEPENDENT STUDY**

Note: Education Code 51745-51749.3 authorize districts to establish independent study programs to meet the educational needs of students. Independent study may be offered as a charter school, a program within a school, or an alternative school of choice pursuant to Education Code 58500-58512; see AR 0420.4 - Charter Schools and BP/AR 6181 - Alternative Schools/Programs of Choice.

When developing policy on independent study, 5 CCR 11701 requires the Governing Board to consider, in a public hearing, (1) the scope of its existing or prospective use of independent study as an instructional strategy, (2) its purposes in authorizing independent study, and (3) factors bearing specifically on the maximum realistic lengths of assignments and acceptable number of missed assignments for specific populations of students or adult students.

The Governing Board authorizes independent study as an optional alternative instructional strategy for eligible students whose needs may be best met through study outside of the regular classroom setting. Independent study shall offer a means of individualizing the educational plan and enabling students to reach curriculum objectives and fulfill graduation requirements. As necessary to meet student needs, independent study may be offered on a full-time basis or on a part-time basis in conjunction with part- or full-time classroom study.

*(cf. 0420.4 - Charter Schools)*

*(cf. 6011 - Academic Standards)*

*(cf. 6143 - Courses of Study)*

*(cf. 6146.1 - High School Graduation Requirements)*

*(cf. 6181 - Alternative Schools/Programs of Choice)*

*(cf. 6200 - Adult Education)*

A student's participation in independent study shall be voluntary. Students participating in independent study shall have the right, at any time, to enter or return to the regular classroom mode of instruction. (Education Code 51747; 5 CCR 11700)

Parents/guardians of students who are interested in independent study shall contact the Superintendent or designee. The Superintendent or designee shall approve independent study for an individual student only upon determining that the student is prepared to meet the district's requirements for independent study and is likely to succeed in independent study as well as or better than he/she would in the regular classroom.

Note: Pursuant to Education Code 46300, the attendance of students participating in independent study for five or more consecutive school days will be included in computing average daily attendance for apportionment purposes. The following optional paragraph is for use by districts that wish to limit independent study to periods of five or more consecutive school days.

The minimum period of time for any independent study option shall be five consecutive school days.

Note: Education Code 51747 mandates that the Board adopt a policy providing that a current written agreement will be maintained for each student. Pursuant to Education Code 51747, no independent study agreement can be valid for longer than one semester (or one-half year for a school on a year-round calendar). See the accompanying administrative regulation for required content of the written agreement.

**INDEPENDENT STUDY (continued)**

The Superintendent or designee shall ensure that a written independent study agreement, as prescribed by law, exists for each participating student. (Education Code 51747)

Note: Education Code 51747 mandates that the Board, in a public hearing, adopt a policy on the maximum length of time, by grade level and type of program, which may elapse between the time an independent study assignment is made and the date by which the student must complete the assignment. 5 CCR 11700 defines "type of program" as the statutory program category for purposes of attendance accounting, such as adult education or continuation high school. In addition, 5 CCR 11701 mandates that Board policy reflect an awareness that excessive leniency in the duration of independent study assignments can result in a student falling so far behind his/her peers as to increase, rather than decrease, the risk of dropping out of school.

The following paragraph sets one week, for all grade levels and types of programs, as the maximum length of time an independent study assignment should be completed. This paragraph should be revised to reflect the length of time determined by the Board. In order to ensure that apportionments are received, the district's written agreement should also be revised to reflect the length of time determined by the Board in its policy.

~~The written agreement shall specify the length of time in which each independent study assignment must be completed. Because excessive leniency in the duration of independent study assignments may result in a student falling behind his/her peers and increase the risk of dropping out of school, independent study assignments shall be no more than one week for all grade levels and types of program. However, when necessary based on the specific circumstances of the student's approved program, the Superintendent or designee may allow for a longer period of time between the date an assignment is made and when it is due, up to the termination date of the agreement.~~

To foster each participating student's success in independent study, the Board establishes the following maximum lengths of time which may elapse between the date an assignment is made and the date by which the student must complete the assigned work:

1. One week for students in grades K-3
2. Two weeks for students in grades 4-8
3. Three weeks for students in grades 9-12, continuation or adult education
4. At Antelope View Charter School all assignments will be due not more than 20 school calendar days from the date of assignment and not later than the last day of the current monthly attendance cycle.

Note: Education Code 51747 mandates that the Board, in a public hearing, adopt a policy which specifies the number of missed assignments allowed before an evaluation would be required to determine whether it is in a student's best interest to remain in independent study. The following paragraph specifies a maximum of three assignments and should be revised to reflect the Board's determination of the number of missed assignments that will trigger an evaluation.

**INDEPENDENT STUDY (continued)**

The number of missed assignments that will trigger an evaluation must be included in the student's written agreement; see the accompanying administrative regulation. In order to ensure that apportionments are received, the district's written agreement should also be revised to reflect the number of assignments determined by the Board in its policy.

When a participating student misses three assignments, an evaluation shall be conducted to determine whether it is in the student's best interest to remain in independent study. However, a student's written agreement may specify a lower or higher number of missed assignments that will trigger an evaluation when the Superintendent or designee determines it appropriate based on the nature of the assignments, the total number of assignments, and/or other unique circumstances.

**Note:** The remainder of this section is **optional** and may be revised to reflect district practice.

Supervising teachers should establish an appropriate schedule for student-teacher conferences in order to help identify students falling behind in their work or in danger of failing or dropping out of school. Except in unusual circumstances, it is expected that the supervising teacher will meet, either in person or by electronic means, with each participating student at least once a week to discuss the student's progress.

*(cf. 5147 - Dropout Prevention)*

Missing appointments with the supervising teacher without valid reasons also may trigger an evaluation to determine whether the student should remain in independent study.

The Superintendent or designee shall annually report to the Board the number of students participating in independent study, the average daily attendance generated for apportionment purposes, the quality of these students' work as measured by standard indicators, and the number and proportion of independent study students who graduate or successfully complete independent study. Based on the program evaluation, the Board and Superintendent shall determine areas for program improvement as needed.

*(cf. 0500 - Accountability)*

*(cf. 5121 - Grades/Evaluation of Student Achievement)*

*(cf. 6162.5 - Student Assessment)*

**Home-Based Independent Study**

**Note:** The following section is **optional**.

The Superintendent or designee shall encourage parents/guardians desiring to teach their children at home to have their children participate in independent study. Such participation allows continued contact and cooperation between the school system and the home-based

## INDEPENDENT STUDY (continued)

student and ensures that the student will be offered a standards-based education substantially equivalent in quality and quantity to the district's classroom instruction.

### *Legal Reference:*

#### EDUCATION CODE

17289 Exemption for facilities  
41976.2 Independent study programs; adult education funding  
42238 Revenue limits  
44865 Qualifications for home teachers and teachers in special classes and schools  
46300-46307.1 Methods of computing average daily attendance  
47612.5 Independent study in charter schools  
48204 Residency based on parent employment  
48206.3 Home or hospital instruction; students with temporary disabilities  
48220 Classes of children exempted  
48340 Improvement of pupil attendance  
48915 Expulsion; particular circumstances  
48916.1 Educational program requirements for expelled students  
48917 Suspension of expulsion order  
51225.3 Requirements for high school graduation  
51745-51749.3 Independent study programs  
52206 Gifted and talented education; use of independent study to augment program  
52522 Adult education alternative instructional delivery  
52523 Adult education as supplement to high school curriculum; criteria  
56026 Individuals with exceptional needs  
58500-58512 Alternative schools and programs of choice

#### FAMILY CODE

6550 Authorization affidavits  
CODE OF REGULATIONS, TITLE 5  
11700-11703 Independent study  
19819 State audit compliance

#### COURT DECISIONS

Modesto City Schools v. Education Audits Appeal Panel, (2004) 123 Cal.App.4th 1365  
EDUCATION AUDIT APPEALS PANEL DECISIONS  
Lucerne Valley Unified School District, Case No. 03-02 (2005)

### *Management Resources:*

#### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Independent Study Operations Manual, 2000 Edition  
Elements of Exemplary Independent Study  
Approaches to Satisfying No Child Left Behind Act of 2001 Teacher Requirements for Independent Study in Secondary Schools, January 28, 2010

#### WEB SITES

California Consortium for Independent Study: <http://www.ccis.org>  
California Department of Education, Independent Study: <http://www.cde.ca.gov/sp/eo/is>  
Education Audit Appeals Panel: <http://www.eaap.ca.gov>



# **Board Policy**

## **Independent Study**

**BP 6158**  
**Instruction**

The Governing Board authorizes independent study as an optional alternative instructional strategy for students, including adult education students, whose needs may be best met through study outside of the regular classroom setting. Independent study shall offer a means of individualizing the educational plan and enabling students to reach curriculum objectives and fulfill graduation requirements. As necessary to meet student needs, independent study may be offered on a full-time basis or on a part-time basis in conjunction with part- or full-time classroom study.

(cf. 6143 - Courses of Study)  
(cf. 6146.1 - High School Graduation Requirements)  
(cf. 6200 - Adult Education)

The Superintendent or designee shall approve independent study for an individual student only upon determining that the student is prepared to meet the district's requirements for independent study and is likely to succeed in independent study as well as or better than he/she would in the regular classroom.

The minimum period of time for any independent study option shall be five school days.

The Superintendent or designee shall ensure that a written independent study agreement, as prescribed by law, exists for each participating student. (Education Code 51747)

To foster each participating student's success in independent study, the Board establishes the following maximum lengths of time which may elapse between the date an assignment is made and the date by which the student must complete the assigned work:

1. One week for students in grades K-3
2. Two weeks for students in grades 4-8
3. Three weeks for students in grades 9-12, continuation or adult education
4. At Antelope View Charter School all assignments will be due not more than 20 school calendar days from the date of assignment and not later than the last day of the current monthly attendance cycle.

When any participating student fails to complete two consecutive independent study assignments by the teacher designated due date or fails to attend two appointments in the

current semester with his/her Consulting Teacher without rescheduling and making up that appointment within five school days, an evaluation shall be conducted to determine whether it is in the student's best interest to remain in independent study.

When circumstances justify a longer time, the Superintendent or designee may extend the maximum length of an assignment to a period not to exceed eight weeks, pursuant to a written request with justification.

Supervising teachers should carefully set the duration of independent study assignments, within the limits specified above, and establish an appropriate schedule for student-teacher conferences in order to help identify students falling behind in their work or in danger of failing or dropping out of school. Except in unusual circumstances, it is expected that the supervising teacher will meet with each participating student at least once a week to discuss the student's progress.

(cf. 5147 - Dropout Prevention)

When any participating student fails to complete three consecutive independent study assignments in a period of 15 school days, or misses two appointments with his/her supervising teacher without valid reasons, an evaluation shall be conducted to determine whether it is in the student's best interest to remain in independent study.

The Superintendent or designee shall annually report to the Board the number of students participating in independent study, the average daily attendance (ADA) generated for apportionment purposes, the quality of these students' work as measured by standard indicators, and the number and proportion of independent study students who graduate or successfully complete independent study.

#### **Home-Based Independent Study**

The Superintendent or designee shall encourage parents/guardians desiring to teach their children at home to have their children participate in independent study. Such participation allows continued contact and cooperation between the school system and the home-based student.

#### **Legal Reference:**

##### **EDUCATION CODE**

17289 Exemption for facilities

42238 Revenue limits

44865 Qualifications for home teachers and teachers in special classes and schools;  
consent to assignment

46300-46300.6 Methods of computing ADA

47612.5 Independent study in charter schools

48204 Residency based on parent employment

48206.3 Home or hospital instruction; students with temporary disabilities

48220 Classes of children exempted  
48340 Improvement of pupil attendance  
48915 Expulsion; particular circumstances  
48916.1 Educational program requirements for expelled students  
48917 Suspension of expulsion order  
51225.3 Requirements for high school graduation  
51745-51749.3 Independent study programs  
56026 Individuals with exceptional needs  
FAMILY CODE  
6550 Authorization affidavits  
CODE OF REGULATIONS, TITLE 5  
11700-11703 Independent study  
COURT DECISIONS  
Modesto City Schools v. Education Audits Appeal Panel, (2004) 123 Cal.App.4th 1365

**Management Resources:**

**CDE PUBLICATIONS**

Independent Study Operations Manual, 2000 edition

**WEB SITES**

California Consortium for Independent Study: <http://www.ccis.org>

California Department of Education, Independent Study: <http://www.cde.ca.gov/sp/eo/is>

**Policy CENTER UNIFIED SCHOOL DISTRICT**  
adopted: February 6, 2008 Antelope, California

**INDEPENDENT STUDY**

**Educational Opportunities**

Note: The following section is **optional**. Education Code 51745 lists educational opportunities that may be provided through independent study. See the California Department of Education's (CDE) Independent Study Operations Manual for additional examples. The district may revise or expand items #1-5 below to reflect district practice.

Educational opportunities offered through independent study may include, but are not limited to: (Education Code 51745)

1. Special assignments extending the content of regular courses of instruction  
*(cf. 6143 - Courses of Study)*
2. Individualized study in a particular area of interest or in a subject not currently available in the regular school curriculum
3. Individualized alternative education designed to teach the knowledge and skills of the core curriculum, but not provided as an alternative curriculum
4. Continuing and special study during travel  
*(cf. 5112.3 - Student Leave of Absence)*
5. Volunteer community service activities that support and strengthen student achievement

*(cf. 0420.4 - Charter Schools)*  
*(cf. 6142.4 - Service Learning/Community Service Classes)*  
*(cf. 6181 - Alternative Schools/Programs of Choice)*

In addition, when requested by a parent/guardian due to an emergency, vacation, or illness, independent study may be used on a short-term basis to ensure that the student is able to maintain academic progress in his/her regular classes.

*(cf. 5113 - Absences and Excuses)*

Note: The following paragraph is for use by districts maintaining high schools. Education Code 51745 requires that no course required for high school graduation may be offered solely through independent study, as provided below. However, pursuant to 5 CCR 11705, for this purpose a charter school is deemed an "alternative school" and thus, according to the CDE, is allowed to offer courses required for graduation solely through independent study; see AR 0420.4 - Charter Schools.

## **INDEPENDENT STUDY (continued)**

No course required for high school graduation shall be offered exclusively through independent study. (Education Code 51745)

*(cf. 6146.1 - High School Graduation Requirements)*

### **Equivalency**

The district's independent study option shall be substantially equivalent in quality and quantity to classroom instruction to enable participating students to complete the district's adopted course of study within the customary time frame. Students in independent study shall have access to the same services and resources that are available to other students in the school and shall have equal rights and privileges. (5 CCR 11700, 11701.5)

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*

The district shall not provide independent study students and their parents/guardians with funds or items of value that are not provided for other students and their parents/guardians. (Education Code 46300.6, 51747.3)

### **Eligibility for Independent Study**

Note: The following optional paragraph is based on recommendations in the CDE's Independent Study Operations Manual and may be revised to reflect district practice.

Provided that experienced certificated staff are available to effectively supervise students in independent study, the Superintendent or designee may approve the participation of a student who demonstrates the motivation, commitment, organizational skills, and academic skills necessary to work independently. A student whose academic performance is not at grade level may participate in independent study only if the school is able to provide appropriate support, such as supplemental instruction, tutoring, counseling, ongoing diagnostic assessments, and/or differentiated materials, to enable the student to be successful. For an elementary student, the Superintendent or designee may consider the parent/guardian's level of commitment to assist the student.

A student participating in independent study must be a resident of the county or an adjacent county. Full-time independent study shall not be available to students whose district residency status is based on their parent/guardian's employment within district boundaries pursuant to Education Code 48204. (Education Code 46300.2, 51747.3)

*(cf. 5111.12 - Residency Based on Parent/Guardian Employment)*

## **INDEPENDENT STUDY (continued)**

For a student with disabilities, as defined in Education Code 56026, participation in independent study shall be approved only if his/her individualized education program specifically provides for such participation. (Education Code 51745)

*(cf. 6159 - Individualized Education Program)*

A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 by means of independent study. (Education Code 51745)

*(cf. 6183 - Home and Hospital Instruction)*

Note: Education Code 46300.1 provides that the district may not receive apportionments pursuant to Education Code 42238 for independent study for students age 21 or older, or for students 19 or older who have not been continuously enrolled in grades K-12 since their 18th birthday. However, pursuant to Education Code 46300.4, these students may be eligible for independent study through the adult education program; see BP/AR 6200 - Adult Education.

Students age 21 or older, and students age 19 or older who have not been continuously enrolled in school since their 18th birthday, may participate in independent study only through the adult education program for the purpose of enrolling in courses required for a high school diploma by Education Code 51225.3 or the Governing Board. (Education Code 46300.1, 46300.4)

*(cf. 6200 - Adult Education)*

No more than 10 percent of the students enrolled in a continuation high school or opportunity school or program, not including pregnant and parenting students who are primary caregivers for one or more of their children, shall be eligible for apportionment credit for independent study. (Education Code 51745)

*(cf. 5146 - Married/Pregnant/Parenting Students)*

*(cf. 6184 - Continuation Education)*

## **Written Agreements**

Note: Education Code 51747 mandates that, in order for the district to receive apportionments for independent study, the district must adopt and implement policy providing for a written independent study agreement which contains the components listed in the following section. Districts should ensure that its written agreements contain all of the components specified below. Because apportionments are provided only for independent study of five or more consecutive school days pursuant to Education Code 46300, written agreements are required only in such instances.

A written agreement shall be developed and implemented for each student participating in independent study for five or more consecutive school days. (Education Code 46300, 51747)

## **INDEPENDENT STUDY (continued)**

The agreement shall include general student data, including the student's name, address, grade level, birth date, school of enrollment, and program placement.

The independent study agreement for each participating student also shall include, but not be limited to, all of the following: (Education Code 51747; 5 CCR 11700)

1. The manner, time, frequency, and place for submitting the student's assignments and for reporting his/her progress
2. The objectives and methods of study for the student's work and the methods used to evaluate that work
3. The specific resources, including materials and personnel, that will be made available to the student

Note: Pursuant to Education Code 51747, the written agreement must contain statements reflecting Board policy pertaining to (1) the maximum length of time, by grade level and type of program, which may elapse between the time an independent study assignment is made and the date by which the student must complete the assignment and (2) the number of missed assignments allowed before an evaluation would be required to determine whether it is in a student's best interest to remain in independent study. The accompanying Board policy should contain the Board's specific determinations and those determinations must be included in the district's master written agreement.

4. A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion and the number of missed assignments which will trigger an evaluation of whether the student should be allowed to continue in independent study

Note: Education Code 51747 provides that the written agreement must include the duration of the agreement within the limits described in item #5 below. Districts that operate on a trimester system should limit the terms of an independent study agreement to one trimester.

5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one semester or one-half year if the school is on a year-round calendar
6. A statement of the number of course credits or, for an elementary student, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion
7. A statement that independent study is an optional educational alternative in which no student may be required to participate

## **INDEPENDENT STUDY (continued)**

8. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction

*(cf. 5144.1 - Suspension and Expulsion/Due Process)*

Note: Education Code 46300.7 states that no apportionments shall be received for a student in independent study unless the district receives written permission from the parent/guardian, before the independent study begins, specifying the actual dates of participation, methods of study and evaluation, and resources to be made available for the student's independent study. Since all of these components are included in the written agreement which the parent/guardian must sign, the parent/guardian's signature on the agreement satisfies the requirement to obtain his/her written permission.

Before the student begins the independent study, the written agreement shall be signed and dated by the student, the parent/guardian or caregiver of the student if the student is under age 18, the certificated employee responsible for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student. (Education Code 51747; 5 CCR 11702)

### **Monitoring Student Progress**

Note: The following **optional** section may be revised to reflect district practice. According to the CDE's Independent Study Operations Manual, the terms "tardiness" and "truancy" do not apply to independent study students.

Independent study students who are late, miss scheduled conferences, or do not submit assigned work on time shall not be reported as tardy or truant.

However, the independent study administrator and/or supervising teacher shall promptly and directly address any failure by the student to meet the terms of his/her written agreement. The following supportive strategies may be used:

1. A letter to the student and/or parent/guardian
2. A meeting between the student and the teacher and/or counselor
3. A meeting between the student and the independent study administrator, including the parent/guardian if appropriate
4. An increase in the amount of time the student works under direct supervision



**INDEPENDENT STUDY (continued)**

When the student has missed the number of assignments specified in the written agreement as precipitating an evaluation, the Superintendent or designee shall conduct an evaluation to determine whether or not independent study is appropriate for the student. This evaluation may result in termination of the independent study agreement and the student's return to a regular school program.

**Responsibilities of Independent Study Administrator**

Note: The following <b>optional</b> section may be revised to reflect district practice.
--

The responsibilities of the independent study administrator shall be to:

1. Ensure that the district's independent study option is operated in accordance with law, Board policy, and administrative regulation and is substantially equal in quality and quantity to the classroom instruction
2. Obtain and maintain current information and skills required for the operation of an independent study program that meets established standards for the district's educational programs
3. Develop and manage the budget for independent study
4. Authorize the selection of certificated staff to be assigned as independent study teachers
5. Supervise any staff assigned to independent study functions who are not regularly supervised by another administrator
6. Approve or deny the participation of students requesting independent study
7. Facilitate the completion of written independent study agreements
8. Assure a smooth transition for students into and out of the independent study mode of instruction
9. Approve all credits earned through independent study and forward the information to the appropriate staff so that the information becomes part of the student's record
10. Complete or coordinate the preparation of all records and reports required by law, Board policy, or administrative regulation

## **INDEPENDENT STUDY (continued)**

### **Assignment and Responsibilities of Independent Study Teachers**

Note: The following **optional** section may be revised to reflect district practice.

Because the federal No Child Left Behind Act (20 USC 6319, 7801; 34 CFR 200.55-200.57; 5 CCR 6100-6126) requires teachers to demonstrate subject matter competency for each core academic subject they teach, many middle and high school independent study programs assign subject matter specialists to oversee student work related to their subject, while assigning supervising teachers to oversee matters of student attendance, work samples, parent/guardian communications, and other duties of "homeroom" teachers. Districts that implement such a model may revise the following section to specify the duties of both supervising teachers and subject matter specialists assigned to work with independent study students.

Each student's independent study shall be coordinated, evaluated, and carried out under the general supervision of a certificated employee who consents to the assignment. (Education Code 44865, 51747.5; 5 CCR 11700)

*(cf. 4112.2 - Certification)*

*(cf. 4112.24 - Teacher Qualifications Under the No Child Left Behind)*

The principal and independent study administrator may recommend and the Superintendent shall approve the assignment of teachers to directly supervise independent study and/or work with students on specific subject matter. The Superintendent or designee shall ensure that independent study teachers have access to professional development and support comparable to classroom-based teachers.

*(cf. 4131 - Staff Development)*

Note: The following paragraph is **optional**. Pursuant to Education Code 51745.6, the equivalency of teacher-student ratios described below is a necessary condition for the district to receive apportionments for independent study. The district may exceed these ratios, but those additional units of independent study average daily attendance would not be funded.

The ratio of student average daily attendance to full-time equivalent certificated employees responsible for independent study shall not exceed the equivalent ratio for all other education programs in the district. (Education Code 51745.6)

The responsibilities of the supervising teacher shall be to:

1. Complete designated portions of the written independent study agreement and add additional information to the written agreement when appropriate
2. Supervise and approve coursework
3. Design lesson plans and make assignments

## **INDEPENDENT STUDY (continued)**

4. Maintain records of student assignments showing the date the assignment is given and the date the assignment is due
5. Provide direct instruction and counsel as necessary for individual student success
6. Regularly meet with the student to discuss the student's progress

Note: Pursuant to Education Code 51747.5, the district may only claim apportionment credit for independent study based on the time value of student work products as personally judged in each instance by a certificated teacher.

7. Judge the time value of assigned work or work products completed and submitted by the student
8. Assess student work and determine and assign grades or other approved measures of achievement

Note: The CDE recommends that the district establish a consistent standard for the frequency of collecting work samples for each subject (e.g., two samples per subject per semester) and specify whether all work samples must be from a particular timeframe. The district should modify item #9 below to reflect district practice.

9. Select and save representative samples of the student's completed and evaluated assignments for each subject, signed or initialed and dated in accordance with item #3 in the section on "Records" below
10. Maintain a daily or hourly attendance register in accordance with item #4 in the section on "Records" below
11. Maintain any other required records and files on a current basis

### **Records**

The Superintendent or designee shall ensure that records are maintained for audit purposes. These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)

1. A copy of the Board policy, administrative regulation, and other procedures related to independent study.
2. A separate listing of the students, by grade level, program, and school, who have participated in independent study. This listing shall identify units of the curriculum attempted and units of the curriculum completed by students in grades K-8 and identify course credits attempted by and awarded to students in grades 9-12 and in adult education, as specified in their written agreements.

### **INDEPENDENT STUDY (continued)**

3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's signed or initialed and dated notations indicating that he/she has personally evaluated the work or that he/she has personally reviewed the evaluations made by another certificated teacher.
4. A daily or hourly attendance register, as appropriate to the program in which the students are participating, separate from classroom attendance records, and maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons.

*(cf. 3580 - District Records)*

Note: The following paragraphs are optional. According to the CDE's Independent Study Operations Manual, the above auditable records should be maintained for three years as provided below.

The above records shall be maintained for three years, excluding the current fiscal year.

The Superintendent or designee also shall maintain a record of grades and other evaluations issued to each student for independent study assignments.

Each school shall maintain records for the students at that school.

Note: Education Code 51747 requires that the results of evaluations conducted after students have missed the number of assignments specified by the Board (see the accompanying Board policy and the "Monitoring Student Progress" section above) must be maintained as a mandatory interim student record. See AR 5125 - Student Records for requirements pertaining to the maintenance of mandatory interim student records.

A written record of the findings of any evaluation conducted after the student has missed the number of assignments specified in Board policy shall be treated as a mandatory interim student record which shall be maintained for three years from the date of the evaluation. (Education Code 51747)

*(cf. 5125 - Student Records)*

# **Administrative Regulation**

## **Independent Study**

**AR 6158**

### **Instruction**

#### **Educational Opportunities**

Educational opportunities offered through independent study may include, but are not limited to: (Education Code 51745)

1. Special assignments extending the content of regular courses of instruction  
(cf. 6143 - Courses of Study)
2. Individualized study in a particular area of interest or in a subject not currently available in the regular school curriculum
3. Individualized alternative education designed to teach the knowledge and skills of the core curriculum
4. Continuing and special study during travel
5. Volunteer community service activities that support and strengthen student achievement

(cf. 6142.4 - Learning Through Community Service)

In addition, when requested by the parent/guardian due to emergencies, vacation or illness, independent study may be used on a short-term basis to ensure that the student is able to maintain academic progress in his/her regular classes.

(cf. 5113 - Absences and Excuses)

No course required for high school graduation shall be offered exclusively through independent study. (Education Code 51745)

(cf. 6146.1 - High School Graduation Requirements)

#### **Equivalency**

The district's independent study option shall be substantially equivalent in quality and quantity to classroom instruction, thus enabling students participating in independent study to complete the district's adopted course of study within the customary time frame.

**Students in independent study shall have access to the same services and resources that are available to other students in the school. (5 CCR 11701.5)**

**(cf. 0410 - Nondiscrimination in District Programs and Activities)**

**The district shall not provide independent study students and their parents/guardians with funds or items of value that are not provided for other students and their parents/guardians. (Education Code 46300.6, 51747.3)**

#### **Eligibility for Independent Study**

**Parents/guardians of students who are interested in independent study should contact the principal or designee. Approval for participation shall be based on the following criteria:**

- 1. Evidence that the student will work independently to complete the program**
- 2. Availability of experienced certificated staff with adequate time to effectively supervise the student**

**A student's participation in independent study shall be voluntary. (Education Code 51747)**

**Students participating in independent study must be residents of the local county or an adjacent county. (Education Code 51747.3)**

**Full-time independent study shall not be available to students whose district residency status is based on their parent/guardian's employment within district boundaries pursuant to Education Code 48204. (Education Code 51747.3)**

**(cf. 5111.12 - Residency Based on Parent/Guardian Employment)**

**A student with disabilities, as defined in Education Code 56026, shall not participate in independent study unless his/her individualized education program specifically provides for such participation. (Education Code 51745)**

**(cf. 6159 - Individualized Education Program)**

**A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 by means of independent study. (Education Code 51745)**

**(cf. 6183 - Home and Hospital Instruction)**

**No more than 10 percent of the students enrolled in a continuation high school or opportunity school or program, not including pregnant and parenting students who are primary caregivers for one or more of their children, shall be in independent study at any given time. (Education Code 51745)**

(cf. 5146 - Married/Pregnant/Parenting Students)  
(cf. 6182 - Opportunity School/Class/Program)  
(cf. 6184 - Continuation Education)

Students age 21 or older, and students age 19 or older who have not been continuously enrolled in school since their 18th birthday, may participate in independent study only through the adult education program for the purpose of enrolling in courses required for a high school diploma by Education Code 51225.3 or by the Governing Board. (Education Code 46300.1, 46300.4)

(cf. 6200 - Adult Education)

#### **Written Agreements**

A written agreement shall be developed for each student participating in independent study for five or more school days. (Education Code 46300, 51747)

The written independent study agreement for each participating student shall include, but not be limited to, all of the following: (Education Code 51747)

1. The manner, frequency, time and place for submitting the student's assignments and for reporting his/her progress
2. The objectives and methods of study for the student's work, and the methods used to evaluate that work
3. The specific resources, including materials and personnel, that will be made available to the student
4. The Board's independent study policy describing the maximum length of time allowed between an assignment and its completion and the number of missed assignments which will trigger an evaluation of whether the student should be allowed to continue in independent study
5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one semester, or one-half year if the school is on a year-round calendar
6. A statement of the number of course credits or, for an elementary student, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion
7. A statement that independent study is an optional educational alternative in which no student may be required to participate

8. In the case of a student who is referred or assigned to any school, class or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction

(cf. 5144.1 - Suspension and Expulsion/Due Process)

The agreement also may include a schedule for achieving objectives and completing the agreement and a schedule of conferences between the student and supervising teacher.

The curriculum and methods of study specified in the written agreement shall be consistent with Board policy, administrative regulations and procedures for curriculum and instruction. (5 CCR 11702)

(cf. 6143 - Courses of Study)

Before beginning the independent study, each written agreement shall be signed and dated by the student, the parent/guardian or caregiver of the student if the student is under age 18, the certificated employee designated as responsible for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student. (Education Code 51747)

The agreement shall state that the parent/guardian's signature confirms his/her permission for the student's independent study as specified in the agreement.

#### **Student Rights and Responsibilities**

Students participating in independent study shall have the right, continuously, to enter or return to the regular classroom mode of instruction, including upon termination of the agreement.

Independent study students who are late, miss scheduled conferences or do not submit assigned work on time shall not be reported as tardy or truant. However, the independent study administrator shall promptly and directly address any failure by the student to meet the terms of his/her written agreement. The following supportive strategies may be used:

1. A letter to the student and/or parent/guardian
2. A meeting between the student and the teacher and/or counselor
3. A meeting between the student and the independent study administrator, including the parent/guardian if appropriate
4. An increase in the amount of time the student works under direct supervision



When the student has missed the number of assignments specified in Board policy and the written independent study agreement as precipitating an evaluation, the Superintendent or designee shall conduct an evaluation which may result in termination of the independent study agreement and the student's return to a regular classroom or alternative instructional program.

#### **Administration of Independent Study**

Each student's independent study shall be coordinated, evaluated and carried out under the general supervision of a certificated employee. (Education Code 51747.5)

The responsibilities of the independent study administrator shall be to:

1. Ensure that the district's independent study option is operated in accordance with law, Board policy and administrative regulation
2. Approve the participation of students requesting independent study
3. Facilitate the completion of written independent study agreements
4. Approve all credits earned through independent study and forward the information to the appropriate staff so that the information becomes part of the student's record
5. Authorize the selection of staff to be assigned to supervise independent study
6. Supervise any staff assigned to independent study functions who are not regularly supervised by another administrator
7. Complete or coordinate the preparation of all necessary records and reports
8. Establish and maintain in a systematic manner all records required by law, Board policy and administrative regulation
9. Monitor student participation in independent study so that the district stays within prescribed limits and income to the district is maximized
10. Develop and manage the budget for independent study
11. Obtain and maintain current information and skills required for the operation of an independent study strategy that meets established standards for the district's educational programs
12. Assure a smooth transition into and out of the independent study mode of instruction

**13. Prepare and submit reports as required by the Board or Superintendent**

**Supervising Teachers**

The principal may recommend and the independent study administrator shall approve the assignment of teachers to directly supervise independent study. The teacher may be the student's regular classroom teacher, particularly for elementary students.

The ratio of students to full-time equivalent certificated employees responsible for independent study shall not exceed the equivalent ratio for all other education programs in the district.

The teacher supervising independent study shall:

- 1. Complete designated portions of the written independent study agreement and add additional information to the written agreement when appropriate**
- 2. Supervise and approve coursework**
- 3. Design all lesson plans and assignments**
- 4. Assess all student work and determine and assign grades or other approved measures of achievement**
- 5. Personally judge the time value of assigned work or work products completed and submitted by the student**
- 6. Select and save with each agreement representative samples of the student's completed and evaluated assignments on not less than a monthly basis, preferably biweekly, and signed or initialed and dated in accordance with item #3 in the section on "Records" below**
- 7. Sign and complete the agreement when the student has reached his/her objectives or the agreement is terminated**
- 8. Maintain a daily or hourly attendance register in accordance with item #4 in the section on "Records" below**
- 9. Maintain any other required records and files on a current basis**

**Records**

For audit purposes, the Superintendent or designee shall maintain the following records: (Education Code 51748; 5 CCR 11703)

- 1. A copy of the Board policy, administrative regulation, and other procedures**

related to independent study

2. A separate listing of the students and adult education students, by grade level, program and school, who have participated in independent study, identifying units of the curriculum attempted and units of the curriculum completed by students in grades K-8 and identifying course credits attempted by and awarded to students in grades 9-12 and in adult education, as specified in their written agreements

3. A file of all agreements, with representative samples of each student's or adult education student's work products bearing the supervising teacher's signed or initialed and dated notations indicating that he/she has personally evaluated the work or that he/she has personally reviewed the evaluations made by another certificated teacher

4. A daily or hourly attendance register, as appropriate to the program in which the students are participating, separate from classroom attendance records, and maintained on a current basis as time values of student or adult education work products are personally judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons

The Superintendent or designee also shall maintain a record of grades and other evaluations issued to each student for independent study assignments.

Each school shall maintain records for the students at that school.

A written record of the findings of any evaluation conducted after the student has missed the number of assignments specified in Board policy shall be treated as a mandatory interim student record which shall be maintained for three years from the date of the evaluation. (Education Code 51747)

(cf. 5125 - Student Records)

Regulation      CENTER UNIFIED SCHOOL DISTRICT  
approved: May 18, 2005      Antelope, California

**STUDENT ASSESSMENT**

Note: The following **optional** policy may be revised to reflect district practice.

The following paragraph addresses potential uses of student assessment data. Education Code 10601.6, added by SBX5 1 (Ch. 2, Fifth Extraordinary Session, Statutes of 2010), allows districts to use data in the California Longitudinal Pupil Achievement Data System (Education Code 60900) and the California Longitudinal Teacher Integrated Data Education System for purposes of employment decisions

The Governing Board recognizes that student assessments are an important instructional and accountability tool. Assessment data shall be used to help determine individual students' progress, mastery of academic standards, appropriate placement in district programs, and/or eligibility for graduation. In addition, program effectiveness and staff evaluations shall, as appropriate, be based in part on indicators of student achievement.

*(cf. 0500 - Accountability)*  
*(cf. 4115 - Evaluation/Supervision)*  
*(cf. 5123 - Promotion/Acceleration/Retention)*  
*(cf. 6011 - Academic Standards)*  
*(cf. 6190 - Evaluation of the Instructional Program)*

To obtain the most accurate evaluation of student performance, the district shall use a variety of measures, including district, state, and/or national assessments. As appropriate, assessment results shall be disaggregated by student subgroup, classroom, grade level, or school site to allow for critical analysis of student needs.

*(cf. 5121 - Grades/Evaluation of Student Achievement)*  
*(cf. 6142.7 - Physical Education and Activity)*  
*(cf. 6162.51 - Standardized Testing and Reporting Program)*  
*(cf. 6162.52 - High School Exit Examination)*

In selecting or developing a district assessment, the Superintendent or designee shall examine evidence of its reliability, its validity for the intended purpose and for various student populations, and the extent to which it corresponds to the material that is being taught.

The Superintendent or designee shall ensure that assessments are administered in accordance with law and the test publisher's directions and that test administration procedures are fair and equitable for all students.

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*  
*(cf. 6162.54 - Test Integrity/Test Preparation)*

The Superintendent or designee shall provide professional development to assist teachers and paraprofessionals in interpreting and using assessment data to improve student performance and the instructional program.

*(cf. 4131 - Staff Development)*  
*(cf. 4222 - Teacher Aides/Paraprofessionals)*

## **STUDENT ASSESSMENT (continued)**

When districtwide and school-level results of student assessments are published by the state, the Superintendent or designee may provide supplementary information to assist parents/guardians and the local community in interpreting test results and evaluating school performance.

*(cf. 0510 - School Accountability Report Card)*

### **Individual Record of Accomplishment**

Note: The following optional section is for use by districts that maintain high schools.
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The Superintendent or designee shall ensure that each student, by the end of grade 12, has an individual record of accomplishment that includes the following: (Education Code 60607)

1. The results of the achievement test administered under the Standardized Testing and Reporting Program pursuant to Education Code 60640-60649
2. The results of any end-of-course examinations taken
3. The results of any vocational education certification examinations taken

*(cf. 6178 - Career Technical Education)*

No individual record of accomplishment shall be released to any person, other than the student's parent/guardian or a teacher, counselor, or administrator directly involved with the student, without the written consent of the student's parent/guardian, or the student if he/she is an adult or emancipated minor. The student or his/her parent/guardian may authorize the release of the record of accomplishment to a postsecondary educational institution for the purposes of credit, placement, or admission. (Education Code 60607)

*(cf. 5125 - Student Records)*

*Legal Reference: (see next page)*

## STUDENT ASSESSMENT (continued)

### *Legal Reference:*

#### EDUCATION CODE

313 *Assessment of English language development*  
10600-10610 *California Education Information System*  
44660-44665 *Evaluation and assessment of performance of certificated employees (Stull Act)*  
51041 *Evaluation of educational program*  
51450-51455 *Golden State Seal Merit Diploma*  
60600-60649 *Assessment of academic achievement, especially:*  
60640-60649 *Standardized Testing and Reporting Program*  
60800 *Physical fitness testing*  
60810-60812 *Assessment of English language development*  
60850-60859 *High school exit examination*  
60900 *California Longitudinal Pupil Achievement Data System*  
CODE OF REGULATIONS, TITLE 5  
850-870 *Standardized Testing and Reporting program*  
1200-1225 *High School Exit Examination*  
UNITED STATES CODE, TITLE 20  
9622 *National Assessment of Educational Progress*

### *Management Resources:*

#### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

*Key Elements of Testing, 2004*

#### U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

*Teachers' Use of Student Data Systems to Improve Instruction, 2007*

#### WEB SITES

CSBA: <http://www.csba.org>

California Department of Education, Testing and Accountability: <http://www.cde.ca.gov/ta>

Educational Testing Service: <http://www.ets.org>

U.S. Department of Education: <http://www.ed.gov>

# **Board Policy**

## **Student Assessment**

**BP 6162.5**

### **Instruction**

The Governing Board believes that the primary goal of student assessments should be to help students, parents/guardians and teachers identify individual student's academic accomplishments, progress and areas needing improvement in order to enhance teaching and learning.

The Superintendent or designee shall ensure that assessments are conducted for purposes of determining students' eligibility for and appropriate placement in district programs, need for supplemental instruction and eligibility for graduation.

(cf. 5123 - Promotion/Acceleration/Retention)  
(cf. 6146.1 - High School Graduation Requirements)  
(cf. 6146.4 - Differential Graduation and Competency Standards for Students with Disabilities)  
(cf. 6146.5 - Elementary/Middle School Graduation Requirements)  
(cf. 6164.4 - Identification of Individuals for Special Education)  
(cf. 6164.6 - Identification and Education under Section 504)  
(cf. 6171 - Title I Programs)  
(cf. 6172 - Gifted and Talented Student Program)  
(cf. 6174 - Education for English Language Learners)  
(cf. 6175 - Migrant Education Program)  
(cf. 6177 - Summer School)

The Board desires to use a variety of evaluation measures to reach the above-stated goal. To have validity, tests must correspond to the material that is being taught and reliably measure the extent to which students meet specified standards of achievement.

(cf. 0410 - Nondiscrimination in District Programs and Activities)  
(cf. 5121 - Grades/Evaluation of Student Achievement)  
(cf. 6011 - Academic Standards)  
(cf. 6142.7 - Physical Education)  
(cf. 6162.51 - Standardized Testing and Reporting Program)  
(cf. 6162.52 - High School Exit Examination)  
(cf. 6162.53 - Golden State Examination)  
(cf. 6162.54 - Test Integrity/Test Preparation)

The effectiveness of the schools, teachers and district shall be evaluated in part on the basis of these student assessments.

(cf. 0500 - Accountability)  
(cf. 0520 - Intervention for Underperforming Schools)  
(cf. 0530 - Awards for School Performance)  
(cf. 4115 - Evaluation/Supervision)  
(cf. 6190 - Evaluation of the Instructional Program)

When districtwide and school-level results of student assessments are published, the Superintendent or designee may provide supplementary information to assist parents/guardians and the local community in interpreting test results and evaluating school performance.

(cf. 0510 - School Accountability Report Card)

#### **Individual Record of Accomplishment**

The Superintendent or designee shall ensure that each student, by the end of grade 12, has an individual record of accomplishment that includes the following: (Education Code 60607)

1. The results of the achievement test administered under the Standardized Testing and Reporting program pursuant to Education Code 60640-60647
2. The results of any end-of-course examinations taken
3. The results of any vocational education certification examinations taken

#### **Legal Reference:**

##### **EDUCATION CODE**

51041 Evaluation of educational program  
51450-51455 Golden State Seal Merit Diploma  
60600-60649 Assessment of academic achievement  
60800 Physical fitness testing  
60810 Assessment of language development  
60850-60856 Exit examination  
CODE OF REGULATIONS, TITLE 5  
850-870 Standardized Testing and Reporting program  
880-901 Designated primary language test  
1200-1216 High School Exit Examination,

#### **Management Resources:**

##### **CDE PROGRAM ADVISORIES**

Students with Disabilities: Guidelines for Testing the California Standardized Testing and Reporting Program

0327.86 Reporting norm-referenced standardized achievement test scores to parents  
CSBA ADVISORIES



**0306.01 California Assessment Update**

**0313.00 Districts must ensure that all required student data is submitted to the publisher, or face financial penalty #00-01**

**U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS  
PUBLICATIONS**

**The Use of Tests as Part of High-Stakes Decision-Making for Students: A Resource  
Guide for Educators and Policy-Makers, December 2000**

**WEB SITES**

**CDE: <http://www.cde.ca.gov>**

**CSBA: <http://www.csba.org>**

**U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/offices/OCR>**

**Policy CENTER UNIFIED SCHOOL DISTRICT  
adopted: September 5, 2001 Antelope, California**

## CONFLICT OF INTEREST

**Note:** The determination as to whether a conflict of interest exists must be analyzed under two separate sets of statutes: (1) the conflict of interest provisions of the Political Reform Act (PRA) (Government Code 87100-87500.1), detailed in the section below entitled "Conflict of Interest under the Political Reform Act," and (2) Government Code 1090-1098, detailed in the section below entitled "Financial Interest in Contracts under Government Code 1090." However, even when a conflict does not exist pursuant to those statutes, the Attorney General has found that special situations may still exist under the common law doctrine against conflict of interest; see the section below entitled "Common Law Doctrine Against Conflict of Interest."

**Because the law and definitions are quite complex, it is strongly recommended that districts consult with legal counsel and staff from the Fair Political Practices Commission (FPPC) as soon as a potential conflict is presented.**

The Governing Board desires to maintain the highest ethical standards and help ensure that decisions are made in the best interest of the district and the public. In accordance with law, Board members and designated employees shall disclose any conflict of interest and, as necessary, shall abstain from participating in the decision.

*(cf. 9005 - Governance Standards)*

**Note:** The Governing Board is required to adopt a conflict of interest code in compliance with Government Code 87300-87313. Board members and employees designated in the district's conflict of interest code are required by Government Code 87500 to annually file a Statement of Economic Interest/Form 700 to disclose any assets and income which may be materially affected by official actions. Under the PRA, there are two separate categories of Form 700 disclosure requirements. For the first category pursuant to Government Code 87302, which is applicable to most school districts, the disclosure requirements are determined by the district and set forth in the district's conflict of interest code. The second category, pursuant to Government Code 87200, is only applicable to Board members and designated employees who "manage public investments"; see section below entitled "Additional Requirements for Boards that Manage Public Investments." Those Board members and designated employees, referred to by the FPPC as Government Code 87200/Article 2 filers, must file broader disclosure statements pursuant to the disclosure requirements specified in law and FPPC regulation.

Pursuant to Government Code 87303, the district's conflict of interest code must be approved by the appropriate code reviewing body. For districts located entirely in one county, the code reviewing body is the board of supervisors of the county in which the district is located. The FPPC is the code reviewing body for those school districts located in more than one county.

Pursuant to 2 CCR 18730, the requirements of the Government Code are satisfied if a district adopts a conflict of interest code that incorporates 2 CCR 18730 by reference, along with a list of designated positions and disclosure categories. The accompanying exhibit (E 9270) contains a sample resolution which includes an appendix with designated positions and disclosure categories which, once adopted by the Board, will comprise the terms of the district's conflict of interest code that should be submitted to the code reviewing body. Districts that do not wish to adopt a resolution as their conflict of interest code should modify the following paragraph accordingly.

The Board shall adopt a resolution that specifies the terms of the district's conflict of interest code, the district's designated positions, and the disclosure categories required for each position.

## **CONFLICT OF INTEREST (continued)**

Upon direction by the code reviewing body, the Board shall review the district's conflict of interest code and submit any changes to the code reviewing body.

When a change in the district's conflict of interest code is necessitated due to changed circumstances, such as the creation of new designated positions, changes to the duties assigned to existing positions, amendments, or revisions, the amended code shall be submitted to the code reviewing body within 90 days. (Government Code 87306)

When reviewing and preparing the district's conflict of interest code, the Superintendent or designee shall provide officers, employees, consultants, and members of the community adequate notice and a fair opportunity to present their views. (Government Code 87311)

*(cf. 9320 - Meetings and Notices)*

Board members and designated employees shall annually file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories specified in the district's conflict of interest code. A Board member who leaves office or a designated employee who leaves district employment shall, within 30 days, file a revised statement covering the period of time between the closing date of the last statement and the date of leaving office or district employment. (Government Code 87302, 87500)

*(cf. 4117.2/4217.2/4317.2 - Resignation)*

*(cf. 9222 - Resignation)*

## **Conflict of Interest under the Political Reform Act**

Note: The FPPC has adopted an eight-step analysis, detailed in Government Code 87100-87500, 2 CCR 18700-18755, and interpretive opinions, to determine whether a conflict of interest exists under the PRA. When such a conflict exists, the affected Board member must disclose the interest and disqualify himself/herself from participating in the decision, as specified below. Because Family Code 297.5 grants a registered domestic partner the same rights, protections, and benefits as a spouse under state law, analysis of a conflict of interest with regards to a Board member's spouse is also applicable to a registered domestic partner.

A Board member or designated employee shall not make, participate in making, or in any way use or attempt to use his/her official position to influence a governmental decision in which he/she knows or has reason to know that he/she has a disqualifying conflict of interest. A conflict of interest exists if the decision will have a "reasonably foreseeable material financial effect" on one or more of the Board member's or designated employee's "economic interests," unless the effect is indistinguishable from the effect on the public generally or the Board member's or designated employee's participation is legally required. (Government Code 87100, 87101, 87103; 2 CCR 18700-18709)

**CONFLICT OF INTEREST (continued)**

A Board member or designated employee makes a governmental decision when, acting within the authority of his/her office or position, he/she votes on a matter, appoints a person, obligates or commits the district to any course of action, or enters into any contractual agreement on behalf of the district. (2 CCR 18702.1)

A Board member who has a disqualifying conflict of interest on an agenda item that will be heard in an open meeting of the Board shall abstain from voting on the matter. He/she may remain on the dais, but his/her presence shall not be counted towards achieving a quorum for that matter. A Board member with a disqualifying conflict of interest shall not be present during a closed session meeting of the Board when the decision is considered and shall not obtain or review a recording or any other nonpublic information regarding the issue. (2 CCR 18702.1)

**Additional Requirements for Boards that Manage Public Investments**

**Note: The following optional section is for use only by districts in which the Board and/or the Superintendent or designee are considered to be "officials who manage public investments" and who are required to file a full financial disclosure statement in accordance with Government Code 87200. It should be deleted by all other districts. See the accompanying exhibit for further information.**

According to the FPPC, officials who manage public investments are Boards or designated employees who manage the investment of district surplus or special reserve funds in permitted securities and investments pursuant to Education Code 41015. Those Boards that direct the investment of these funds, formulate or approve policies for the investment of these funds, or approve investment transactions involving these funds are considered officials who manage public investments. Even if the Board delegates day-to-day investment decisions to district staff, Board members are considered officials who manage public investments if they set or approve policy as to the investment of these funds.

The Board does not manage public investments when the district does not have any surplus or special reserve funds to invest and merely deposits all funds it receives (1) in the county treasury pursuant to Education Code 41001-41002.5 or (2) in a fund where a Tax and Revenue Anticipation Note (TRANs) is issued. Board members and Superintendents in these types of situations are not considered to have discretion regarding the investment of the district's money and are therefore not officials who manage public investments.

A Board member who manages public investments pursuant to Government Code 87200 and who has a financial interest in a decision shall, upon identifying a conflict or potential conflict of interest and immediately prior to the consideration of the matter, do all of the following: (Government Code 87105; 2 CCR 18702.5)

1. Publicly identify each financial interest that gives rise to the conflict or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required.
2. Recuse himself/herself from discussing and voting on the matter, or otherwise acting in violation of Government Code 87100. The Board member shall not be counted toward achieving a quorum while the item is discussed.

**CONFLICT OF INTEREST (continued)**

However, the Board member may speak on the issue during the time that the general public speaks on it and may leave the dais to speak from the same area as members of the public. He/she may listen to the public discussion of the matter with members of the public.

3. Leave the room until after the discussion, vote, and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters.

If the item is on the consent calendar, the Board member must recuse himself/herself from discussing or voting on that matter, but the Board member is not required to leave the room during consideration of the consent calendar.

4. If the Board's decision is made during closed session, disclose his/her interest orally during the open session preceding the closed session. This disclosure shall be limited to a declaration that his/her recusal is because of a conflict of interest pursuant to Government Code 87100. He/she shall not be present when the item is considered in closed session and shall not knowingly obtain or review a recording or any other nonpublic information regarding the Board's decision.

(cf. 3430 - Investing)

**Conflict of Interest under Government Code 1090**

Note: Pursuant to Government Code 1090, if a Board member has a financial interest in a contract, it is an absolute bar for that district to enter into the contract. The Attorney General has opined in 69 Ops.Cal.Atty.Gen. 255 (1986) that, unlike the PRA, the prohibitions in Government Code 1090 cannot be resolved by having the financially interested Board member abstain from participating in the matter. However, there are two categories of exceptions. If a financial interest meets the definition of a "noninterest" as specified in Government Code 1091.5, then the restrictions in Government Code 1090 do not apply and the district can enter into the contract. Secondly, if a Board member's interest is deemed a "remote interest" pursuant Government Code 1091, then the district can enter into the contract as long as certain conditions are satisfied, as specified below.

While the prohibitions in the PRA only apply to designated employees, the prohibitions in Government Code 1090 apply to all district employees and consultants. However, the Attorney General has opined in 63 Ops.Cal.Atty.Gen. 868 (1980) that an employee's financial interest would not prohibit the district from entering into a contract as long as the employee has not participated in the making of the contract, such as in discussions and planning, as detailed below.

Government Code 1090 does not define financial interest, but courts have held that, for the purposes of this statute, the definition of "financial interest" is not the same as the definition in the PRA which requires a "material financial effect" in order for a conflict to exist. Because the determination of whether a financial interest exists involves a review of statutes, court decisions, and Attorney General opinions as they apply to the particular facts at issue, the analysis can be complex and legal counsel should be consulted as appropriate.

**CONFLICT OF INTEREST (continued)**

Board members, employees, or district consultants shall not be financially interested in any contract made by the Board on behalf of the district, including in the development, preliminary discussions, negotiations, compromises, planning, reasoning, and specifications and solicitations for bids. If a Board member has such a financial interest, the district is barred from entering into the contract. (Government Code 1090; Klistoff v. Superior Court, (2007) 157 Cal.App. 4th 469)

Note: Pursuant to Government Code 1091.5, certain financial interests are defined as "noninterests," meaning a conflict of interest does not exist and the district can enter into the contract. One of the noninterests listed in Government Code 1091.5 is when a Board member's spouse has been employed by the district for at least one year prior to the Board member's election or appointment. If the spouse has not been employed by the district for at least one year prior the Board member's election or appointment, the exception does not apply and Government Code 1090 prohibits the district from entering into a new contract to hire the spouse. (80 Ops.Cal.Atty.Gen. 320 (1997))

Attorney General opinions and case law have further clarified the application of this noninterest exception when a previously employed spouse changes to a different position during the Board member's term. Generally, these opinions have held that a lateral transfer or change of classification that does not require Board approval (e.g., second year probationary teacher automatically achieving permanent status, step increase) is the same employment not requiring a new contract and thus constitutes a noninterest. (92 Ops.Cal.Atty.Gen. 26 (2009), 87 Ops.Cal.Atty.Gen. 23 (2004)) However, when a new contract is involved (e.g., promotion from classroom teacher to principal, substitute employee becoming a probationary employee), the exception in Government Code 1091.5 does not apply and the action would be prohibited under Government Code 1090 because Board approval of the contract is required. (Thorpe v. Long Beach Community College District, 69 Ops.Cal.Atty.Gen. 255 (1986))

Because this area of law is complex, it is strongly recommended that district legal counsel be consulted if a Board member's spouse is an employee of the district or when analyzing whether an interest is a noninterest or remote interest.

A Board member shall not be considered to be financially interested in a contract if his/her interest is a "noninterest" as defined in Government Code 1091.5. One such noninterest is when a Board member's spouse/registered domestic partner has been a district employee for at least one year prior to the Board member's election or appointment. (Government Code 1091.5)

Note: The district may enter into a contract when a Board member's interest is a "remote interest" as defined in Government Code 1091. Generally, this issue arises when the district wishes to enter into a contract with the Board member's employer. When the conditions specified in Government Code 1091 are satisfied (e.g., Board member is an employee of a nonprofit organization, the employer has at least 10 employees, and the Board member has been employed more than three years), then the district may enter into the contract as long as the affected Board member discloses the remote interest and abstains from the matter.

**CONFLICT OF INTEREST (continued)**

A Board member shall not be considered to be financially interested in a contract if he/she has only a "remote interest" in the contract as specified in Government Code 1091 and if the remote interest is disclosed during a Board meeting and noted in the official Board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member to enter into the contract. (Government Code 1091)

Note: Board members who willfully fail to disclose a remote interest in a contract may be subject to a fine or imprisonment pursuant to Government Code 1097.

Even if there is not a prohibited conflict of interest, a Board member shall abstain from voting on personnel matters that uniquely affect his/her relatives. However, a Board member may vote on collective bargaining agreements and personnel matters that affect a class of employees to which his/her relative belongs. *Relative* means an adult who is related to the Board member by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)

Note: The following paragraph reflects the common law definition of "relative within the third degree."

A relationship within the third degree includes an individual's parents, grandparents, great-grandparents, children, grandchildren, great-grandchildren, brothers, sisters, aunts, uncles, nieces, nephews, and the similar family of the individual's spouse/registered domestic partner unless the individual is widowed or divorced.

**Common Law Doctrine Against Conflict of Interest**

Note: Even when there is not a conflict pursuant to the PRA (Government Code 87100-87500.1) or Government Code 1090, the Attorney General has found that special situations may still exist under the common law doctrine against conflict of interest which, unlike the statutes, extends to noneconomic interests. In 92 Ops.Cal.Atty.Gen. 19 (2009), the Attorney General opined that a redevelopment board member should abstain from voting on a loan agreement where the recipient of the loan was a corporation owned by the board member's adult son. Although the board member was not financially interested in the contract under the PRA or Government Code 1090, the Attorney General determined that abstention was necessary in order to avoid a conflict between the member's official and personal interests and to avoid the appearance of impropriety.

Districts are encouraged to consult legal counsel if situations arise that raise the question as to whether such a conflict exists.

A Board member shall abstain from any official action in which his/her private or personal interest may conflict with his/her official duties.

## **CONFLICT OF INTEREST (continued)**

### **Rule of Necessity or Legally Required Participation**

Note: Pursuant to Government Code 87101, when a conflict exists under the PRA, the district may still enter into a contract if the rule of necessity or legally required participation applies. In general, this rule will permit a district to acquire an essential supply or service. The rule also permits a Board member to carry out an essential duty of his/her office in accordance with 2 CCR 18708, where he/she is the only one who may legally act and there is no alternative source of decision-making authority. **It is recommended that legal counsel be consulted when situations arise involving the rule of necessity.**

On a case-by-case basis and upon advice of legal counsel, a Board member with a financial interest in a contract may participate in the making of the contract if the rule of necessity or legally required participation applies pursuant to Government Code 87101 and 2 CCR 18708.

### **Incompatible Offices and Activities**

Note: Government Code 1099 and 1126 prohibit Board members and employees from engaging in any employment or activity which is inconsistent, incompatible, in conflict with, or inimical to their duties with the district. Government Code 1126 **mandates** the district to adopt procedures regarding this prohibition. See BP 4136/4236/4336 - Nonschool Employment for language implementing this mandate relative to employees.

Attorney General opinions have indicated that it would be incompatible for Board members to serve on other elected or appointed boards, councils, or commissions that have interests which may conflict with the interests of the district (85 Ops.Cal.Att'y.Gen. 60 (2002); 68 Ops.Cal.Att'y.Gen. 171 (1985); 65 Ops.Cal.Att'y.Gen. 606 (1982)). If a Board member is sworn into an incompatible office, then his/her position in the prior office is automatically terminated.

Pursuant to Education Code 35107, an employee of a school district may not be sworn into office as an elected or appointed member of that district's Board unless he/she resigns as an employee. If the employee does not resign, the employment automatically terminates when he/she is sworn into office. See BB 9220 - Governing Board Elections.

The determination as to whether an activity or office is incompatible is complex and requires a case-by-case analysis of the particular activities or duties of the office; therefore, it is recommended that district legal counsel be consulted as appropriate.

Board members shall not engage in any employment or activity or hold any office which is inconsistent with, incompatible with, in conflict with, or inimical to the Board member's duties as an officer of the district. (Government Code 1099, 1126)

*(cf. 4136/4236/4336 - Nonschool Employment)*



## **CONFLICT OF INTEREST (continued)**

### **Gifts**

Note: Pursuant to 2 CCR 18730, the gift limitation is currently \$420. This amount is adjusted in odd-numbered years by the FPPC. However, this limit may not be applicable to gifts from every source. For those Board members who file a Form 700 based on the disclosure categories specified in the district's conflict of interest code pursuant to Government Code 87302 (see the accompanying exhibit), the gift limit is only applicable to those individuals and entities that are disclosed on the Form 700.

Exceptions exist within the Government Code's definitions of gifts, income, interest in real property, and investment; see Government Code 82028, 82030, 82033, and 82034.

Board members and designated employees may accept gifts only under the conditions and limitations specified in Government Code 89503 and 2 CCR 18730.

The limitation on gifts does not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays, and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. (Government Code 89503)

Gifts of travel and related lodging and subsistence shall be subject to the current gift limitation except as described in Government Code 89506.

A gift of travel does not include travel provided by the district for Board members and designated employees. (Government Code 89506)

### **Honoraria**

Board members and designated employees shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private gathering, in accordance with law. (Government Code 89501, 89502)

The term *honorarium* does not include: (Government Code 89501)

1. Earned income for personal services customarily provided in connection with a bona fide business, trade, or profession unless the sole or predominant activity of the business, trade, or profession is making speeches
2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the district for donation into the general fund without being claimed as a deduction from income for tax purposes

*Legal Reference: (see next page)*

## CONFLICT OF INTEREST (continued)

### *Legal Reference:*

#### EDUCATION CODE

1006 *Qualifications for holding office*

35107 *School district employees*

35230-35240 *Corrupt practices, especially:*

35233 *Prohibitions applicable to members of governing boards*

41000-41003 *Moneys received by school districts*

#### FAMILY CODE

297.5 *Rights, protections, and benefits of registered domestic partners*

#### GOVERNMENT CODE

1090-1099 *Prohibitions applicable to specified officers*

1125-1129 *Incompatible activities*

81000-91014 *Political Reform Act of 1974, especially:*

82011 *Code reviewing body*

87100-87103.6 *General prohibitions*

87200-87210 *Disclosure*

87300-87313 *Conflict of interest code*

87500 *Statements of economic interests*

89501-89503 *Honoraria and gifts*

91000-91014 *Enforcement*

#### PENAL CODE

85-88 *Bribes*

#### CODE OF REGULATIONS, TITLE 2

18110-18997 *Regulations of the Fair Political Practices Commission, especially:*

18702.5 *Public identification of a conflict of interest for Section 87200 filers*

#### COURT DECISIONS

*Klistoff v. Superior Court*, (2007) 157 Cal.App.4th 469

*Thorpe v. Long Beach Community College District*, (2000) 83 Cal.App.4th 655

*Kunec v. Brea Redevelopment Agency*, (1997) 55 Cal.App.4th 511

#### ATTORNEY GENERAL OPINIONS

92 *Ops.Cal.Atty.Gen.* 26 (2009)

92 *Ops.Cal.Atty.Gen.* 19 (2009)

89 *Ops.Cal.Atty.Gen.* 217 (2006)

86 *Ops.Cal.Atty.Gen.* 138(2003)

85 *Ops.Cal.Atty.Gen.* 60 (2002)

82 *Ops.Cal.Atty.Gen.* 83 (1999)

81 *Ops.Cal.Atty.Gen.* 327 (1998)

80 *Ops.Cal.Atty.Gen.* 320 (1997)

69 *Ops.Cal.Atty.Gen.* 255 (1986)

68 *Ops.Cal.Atty.Gen.* 171 (1985)

65 *Ops.Cal.Atty.Gen.* 606 (1982)

63 *Ops.Cal.Atty.Gen.* 868 (1980)

*Management Resources: (see next page)*

## CONFLICT OF INTEREST (continued)

### *Management Resources:*

#### CSBA PUBLICATIONS

*Conflict of Interest: Overview of Key Issues for Governing Board Members, Fact Sheet, July 2010*

#### FAIR POLITICAL PRACTICES COMMISSION PUBLICATIONS

*Can I Vote? A Basic Overview of Public Officials' Obligations Under the Conflict-of-Interest Rules, 2005*

#### INSTITUTE FOR LOCAL GOVERNMENT PUBLICATIONS

*Understanding the Basics of Public Service Ethics: Personal Financial Gain Laws, 2009*

*Understanding the Basics of Public Service Ethics: Transparency Laws, 2009*

#### WEB SITES

CSBA: <http://www.csba.org>

Fair Political Practices Commission: <http://www.fppc.ca.gov>

Institute of Local Government: <http://www.ca-ilg.org>

# **Board Bylaw**

## **Conflict Of Interest**

**BB 9270**

### **Board Bylaws**

#### **Incompatible Activities**

Governing Board members shall not engage in any employment or activity which is inconsistent with, incompatible with, in conflict with or inimical to the Board member's duties as an officer of the district. (Government Code 1126)

#### **Conflict of Interest Code**

The district's conflict of interest code shall be comprised of the terms of 2CCR 18730 and any amendments to it adopted by the Fair Political Practices Commission, together with a district attachment specifying designated positions and the specific types of disclosure statements required for each position.

Upon direction by the code reviewing body, the Board shall review the district's conflict of interest code in even-numbered years. If no change in the code is required, the district shall submit by October 1 a written statement to that effect to the code reviewing body. If a change in the code is necessitated by changed circumstances, the district shall submit an amended code to the code reviewing body. (Government Code 87306.5)

When a change in the district's conflict of interest code is necessitated by changed circumstances, such as the creation of new designated positions, amendments or revisions, the changed code shall be submitted to the code reviewing body within 90 days. (Government Code 87306)

When reviewing and preparing conflict of interest codes, the district shall provide officers, employees, consultants and members of the community adequate notice and a fair opportunity to present their views. (Government Code 87311)

If a Board member or designated employee determines that he/she has a financial interest in a decision, as described in Government Code 87103, this determination shall be disclosed. The member shall be disqualified from voting unless his/her participation is legally required. (2 CCR 18700)

Statements of economic interests submitted to the district by designated employees in accordance with the conflict of interest code shall be available for public inspection and reproduction. (Government Code 81008)

#### **Financial Interest**

Board members and designated employees shall not be financially interested in any contract made by the Board or in any contract they make in their capacity as Board members or designated employees. (Government Code 1090)

A Board member shall not be considered to be financially interested in a contract if his/her interest includes, but is not limited to, any of the following: (Government Code 1091.5)

1. That of an officer who is being reimbursed for his/her actual and necessary expenses incurred in the performance of an official duty
2. That of a recipient of public services generally provided by the public body or board of which he/she is a member, on the same terms and conditions as if he or she were not a member of the board
3. That of a landlord or tenant of the contracting party if such contracting party is the federal government or any federal department or agency, this state or an adjoining state, any department or agency of this state or an adjoining state, any county or city of this state or an adjoining state, or any public corporation or special, judicial or other public district of this state or an adjoining state unless the subject matter of such contract is the property in which such officer or employee has such interest as landlord or tenant in which even his/her interest shall be deemed a remote interest within the meaning of, and subject to, the provisions of Government Code 1091
4. That of a spouse of an officer or employee of the district if his/her spouse's employment or officeholding has existed for at least one year prior to his/her election or appointment
5. That of a nonsalaried member of a nonprofit corporation, provided that such interest is disclosed to the Board at the time of the first consideration of the contract, and provided further that such interest is noted in its official records
6. That of a noncompensated officer of a nonprofit, tax-exempt corporation which, as one of its primary purposes, supports the functions of the nonprofit board or to which the school Board has a legal obligation to give particular consideration, and provided further that such interest is noted in its official records
7. That of a person receiving salary, per diem, or reimbursement for expenses from a governmental entity, unless the contract directly involves the department of the government entity that employs the officer or employee, provided that such interest is disclosed to the Board at the time of consideration of the contract, and provided further that such interest is noted in its official records
8. That of an attorney of the contracting party or that of an owner, officer, employee or agent of a firm which renders, or has rendered, service to the contracting party in the

capacity of stockbroker, insurance agent, insurance broker, real estate agent, or real estate broker, if these individuals have not received and will not receive remuneration, consideration, or a commission as a result of the contract and if these individuals have an ownership interest of less than 10 percent in the law practice or firm, stock brokerage firm, insurance firm or real estate firm

In addition, a Board member or employee shall not be deemed to be interested in a contract made pursuant to competitive bidding under a procedure established by law if his/her sole interest is that of an officer, director, or employee of a bank or savings and loan association with which a party to the contract has the relationship of borrower or depositor, debtor or creditor. (Government Code 1091.5)

A Board member shall not be deemed to be financially interested in a contract if he/she has only a remote interest in the contract and if the remote interest is disclosed during a Board meeting and noted in the official Board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member to enter into the contract. Remote interests are specified in Government Code 1091(b); they include, but are not limited to, the interest of a parent in the earnings of his/her minor child. (Government Code 1091)

A Board member may enter into a contract if the rule of necessity or legally required participation applies as defined in Government Code 87101.

Even if there is no prohibited or remote interest, a Board member shall abstain from voting on personnel matters that uniquely affect a relative of the Board member. A Board member may vote, however, on collective bargaining agreements and personnel matters that affect a class of employees to which the relative belongs. "Relative" means an adult who is related to the person by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)

A relationship within the third degree includes the individual's parents, grandparents and great-grandparents, children, grandchildren and great-grandchildren, brothers, sisters, aunts and uncles, nieces and nephews, and the similar family of the individual's spouse unless the individual is widowed or divorced.

#### **Disqualification for Board Members Who Manage Public Investments**

A Board member who manages public investments pursuant to Government Code 87200 and who has a financial interest in a decision shall, upon identifying a conflict or potential conflict of interest and immediately prior to the consideration of the matter, do all of the following:

1. Publicly identify the financial interest that gives rise to the conflict or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required. (Government Code

87105)

2. Recuse himself/herself from discussing and voting on the matter, or otherwise acting in violation of Government Code 87100. This Board member shall not be counted toward achieving a quorum while the item is discussed. (Government Code 87105; 2 CCR 18702.5)

3. Leave the room until after the discussion, vote and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters. (Government Code 87105)

If the item is on the consent calendar, the Board member must recuse himself/herself from discussing or voting on that matter, but the Board member is not required to leave the room during the consent calendar. (2 CCR 18702.5)

(cf. 3430 - Investing)

The Board member may speak on the issue during the time that the general public speaks on the issue. The Board member shall recuse himself/herself from voting on the matter and leave the dais to speak from the same area as members of the public. He/she may listen to the public discussion of the matter with members of the public. (Government Code 87105; 2 CCR 18702.5)

If the Board's decision is made during closed session, the public identification may be made orally during the open session before the Board goes into closed session and shall be limited to a declaration that his/her recusal is because of a conflict of interest pursuant to Government Code 87100. The Board member shall not be present when the decision is considered in closed session or knowingly obtain or review a recording or any other non-public information regarding the Board's decision. (2 CCR 18702.5)

## **Gifts**

Board members and designated employees may accept gifts only under the conditions and limitations specified in Government Code 89503 and 2 CCR 18730.

The limitations on gifts do not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. (Government Code 89503)

Gifts of travel and related lodging and subsistence shall be subject to the prevailing gift limitation except as described in Government Code 89506.

A gift of travel does not include travel provided by the district for Board members and designated employees. (Government Code 89506)

## **Honoraria**

Board members and designated employees shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private gathering, in accordance with law. (Government Code 89501, 89502)

The term honorarium does not include: (Government Code 89501)

1. Earned income for personal services customarily provided in connection with a bona fide business, trade or profession unless the sole or predominant activity of the business, trade or profession is making speeches
2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the district for donation into the general fund without being claimed as a deduction from income for tax purposes

**Legal Reference:**

**EDUCATION CODE**

1006 Qualifications for holding office

35107 School district employees

35230-35240 Corrupt practices

35233 Prohibitions applicable to members of governing boards

35239 Compensation for board members in districts under 70 ADA

**GOVERNMENT CODE**

1090-1098 Prohibitions applicable to specified officers

1125-1129 Incompatible activities

81000-91015 Political Reform Act of 1974, especially:

82011 Code reviewing body

82019 Definition of designated employee

82028 Definition of gifts

82030 Definition of income

87100-87103.6 General prohibitions

87200-87210 Disclosure

87300-87313 Conflict of interest code

87500 Statements of economic interests

89501-89503 Honoraria and gifts

91000-91014 Enforcement

**CODE OF REGULATIONS, TITLE 2**

18110-18997 Regulations of the Fair Political Practices Commission, especially:

18702.5 Public identification of a conflict of interest for Section 87200 filers

**COURT DECISIONS**

Thorpe v. Long Beach Community College District, (2000) 83 Cal.App.4th. 655

Kunec v. Brea Redevelopment Agency, (1997) 55 Cal.App.4th 511

**ATTORNEY GENERAL OPINIONS**

86 Ops.Cal.Atty.Gen. 138(2003)



85 Ops.Cal.Atty.Gen. 60 (2002)  
82 Ops.Cal.Atty.Gen. 83 (1999)  
81 Ops.Cal.Atty.Gen. 327 (1998)  
80 Ops.Cal.Atty.Gen. 320 (1997)  
69 Ops.Cal.Atty.Gen. 255 (1986)  
68 Ops.Cal.Atty.Gen. 171 (1985)  
65 Ops.Cal.Atty.Gen. 606 (1982)

**Management Resources:**

**WEB SITES**

Fair Political Practices Commission: <http://www.fppc.ca.gov>

**Bylaw CENTER UNIFIED SCHOOL DISTRICT**  
**adopted: March 3, 2004      Antelope, California**

Add

**Board Bylaws**

E 9270(a)

**CONFLICT OF INTEREST**

**RESOLUTION ADOPTING A  
CONFLICT OF INTEREST CODE**

Note: The Governing Board is required to adopt a conflict of interest code in compliance with Government Code 87300-87313 of the Political Reform Act (PRA). Pursuant to 2 CCR 18730, the requirements of the Government Code are satisfied if a district adopts a conflict of interest code that incorporates 2 CCR 18730 by reference along with a list of designated positions and disclosure categories. Board members and designated employees must annually file a Statement of Economic Interest/Form 700 pursuant to the disclosure requirements of the district's conflict of interest code.

Government Code 87303 requires a district's conflict of interest code to be approved by a "code reviewing body." For school districts located entirely in one county, the code reviewing body is the board of supervisors of the county in which the district is located. The Fair Political Practices Commission (FPPC) is the code reviewing body for school districts with jurisdiction in more than one county.

The code reviewing body needs to only review the portion of the district's conflict of interest code that specifies the district's designated positions and the disclosure categories as detailed in the following sample Resolution, including its Appendix, and not the other legal requirements related to conflict of interest reflected in the accompanying sample bylaw. The Resolution, including the Appendix, should be adopted by the Board and, as necessary, forwarded to the code reviewing body. Pursuant to Government Code 87306.5, the code reviewing body is required to notify the district in even-numbered years of the need to review the district's conflict of interest code. Upon such notification, the district should review the Appendix and make any necessary changes. In some counties, the code reviewing body requires that a resolution be adopted during each review and that the Board's resolution and amended appendix be submitted to that body. In other counties, only the appendix needs to be submitted. In both cases, districts need not submit BB 9270 - Conflict of Interest to the code reviewing body. In addition to the biannual review, districts should modify the Appendix and submit it, and the resolution if required, to the code reviewing body when any changed circumstances within the district require amendments to the Appendix, such as the creation of new designated positions or a change of duties assigned to existing positions.

The following resolution should be modified to reflect district practice as well as any specific requirements of the district's code reviewing body.

WHEREAS, the Political Reform Act, Government Code 87300-87313, requires each public agency in California to adopt a conflict of interest code; and

WHEREAS, the Governing Board of the Center Joint Unified School District has previously adopted a local conflict of interest code; and

WHEREAS, past and future amendments to the Political Reform Act and implementing regulations may require conforming amendments to be made to the district's conflict of interest code; and

WHEREAS, a regulation adopted by the Fair Political Practices Commission, 2 CCR 18730, provides that incorporation by reference of the terms of that regulation, along with an agency-specific appendix designating positions and disclosure categories shall constitute the adoption and amendment of a conflict of interest code in conformance with Government Code 87300 and 87306; and

**CONFLICT OF INTEREST (continued)**

WHEREAS, the Center Joint Unified School District has recently reviewed its positions, and the duties of each position, and has determined that (changes/no changes) to the current conflict of interest code are necessary; and

WHEREAS, any earlier resolutions, bylaws, and/or appendices containing the district's conflict of interest code shall be rescinded and superseded by this resolution and Appendix; and

NOW THEREFORE BE IT RESOLVED that the Center Joint Unified School District Governing Board adopts the following Conflict of Interest Code including its Appendix of Designated Employees and Disclosure Categories.

PASSED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ at a meeting, by the following vote:

AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSENT: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary/President

**Conflict of Interest Code of the  
Center Joint Unified School District**

The provisions of 2 CCR 18730 and any amendments to it adopted by the Fair Political Practices Commission, together with the attached Appendix specifying designated positions and disclosure categories, are incorporated by reference and shall constitute the district's conflict of interest code.

Governing Board members and designated employees shall file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories listed in the attached Appendix. The Statement of Economic Interest shall be filed with the district's filing officer and/or, if so required, with the district's code reviewing body. The district's filing officer shall make the statements available for public review and inspection.

## **CONFLICT OF INTEREST (continued)**

### **APPENDIX**

#### **Disclosure Categories**

**Note: The following list must be modified to reflect the specific disclosure categories in the district.**

1. **Category 1:** A person designated Category 1 shall disclose:
  - a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.
  - b. Investments or business positions in or income from sources which are engaged in the acquisition or disposal of real property within the district, are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the district, or manufacture or sell supplies, books, machinery, or equipment of the type used by the district.
2. **Category 2:** A person designated Category 2 shall disclose:
  - a. Investments or business positions in or income from sources which are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs.
  - b. Investments or business positions in or income from sources which manufacture or sell supplies, books, machinery, or equipment of the type used by the department which the designated person manages or directs. For the purposes of this category, a principal's department is his/her entire school.

**Note: Item #3 below is for use only by districts in which the Board and Superintendent "manage public investments." All other districts must delete item #3.**

Government Code 87500 requires public officials and designated employees to annually file a Statement of Economic Interest/Form 700 to disclose any assets and income which may be materially affected by official actions. Under the PRA, there are two separate categories of Form 700 disclosure requirements. For the first category pursuant to Government Code 87302, which is applicable to most school districts, the disclosure requirements are determined by the district and set forth in the district's conflict of interest code. The second category, pursuant to Government Code 87200, is only applicable to Board members and Superintendents who "manage public investments." Those Board members and designated employees, referred to by the FPPC as Government Code 87200/Article 2 filers, must file broader disclosure statements pursuant to the disclosure requirements specified in law and FPPC regulation. See section in accompanying bylaw entitled "Additional Requirements for Boards that Manage Public Investments" for a further discussion of this issue.

**CONFLICT OF INTEREST (continued)**

3. ~~Full Disclosure: Because it has been determined that the district's Board members and/or Superintendent "manage public investments," they and other persons designated for "full disclosure" shall disclose, in accordance with Government Code 87200:~~
- a. ~~Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.~~
  - b. ~~Investments, business positions, and sources of income, including gifts, loans, and travel payments.~~

**Designated Positions**

Note: The following list must be modified to reflect the specific designated positions and applicable disclosure categories in the district. For districts in which the Board and Superintendent "manage public investments," the disclosure category for Board members and the Superintendent in the list below must be modified to "Full Disclosure."

<u>Designated Position</u>	<u>Disclosure Category</u>
Governing Board Members	1
Superintendent of Schools	1
Assistant/Associate Superintendent	1
Purchasing Agent	1
Director	2
Principal	2
Assistant Principal	2
Maintenance and Operations Director	2
Program Coordinator	2
Project Specialist	2
Supervisor	2
Dean of Students	2

**Disclosures for Consultants**

Note: The definition of designated employees in Government Code 82019 includes consultants. To preclude amending the code whenever retaining a consultant in a decision-making capacity, the following section provides that the Superintendent or designee shall make case-by-case determinations of the disclosures necessary, depending on the range of duties to be performed by the consultant.

Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the Superintendent or designee. The Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of

## **CONFLICT OF INTEREST (continued)**

the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

A consultant is an individual who, pursuant to a contract with the district, makes a governmental decision whether to: (2 CCR 18701)

1. Approve a rate, rule, or regulation
2. Adopt or enforce a law
3. Issue, deny, suspend, or revoke a permit, license, application, certificate, approval, order, or similar authorization or entitlement
4. Authorize the district to enter into, modify, or renew a contract that requires district approval
5. Grant district approval to a contract that requires district approval and in which the district is a party, or to the specifications for such a contract
6. Grant district approval to a plan, design, report, study, or similar item
7. Adopt or grant district approval of district policies, standards, or guidelines

A consultant is also an individual who, pursuant to a contract with the district, serves in a staff capacity with the district and in that capacity participates in making a governmental decision as defined in 2 CCR 18702.2 or performs the same or substantially all the same duties for the district that would otherwise be performed by an individual holding a position specified in the district's conflict of interest code. (2 CCR 18701)

# **Exhibit**

## **Conflict Of Interest**

E 9270

### **Board Bylaws**

#### **CONFLICT OF INTEREST CODE FOR THE CENTER UNIFIED SCHOOL DISTRICT**

The Political Reform Act (Government Code 81000) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation 2 CCR 18730 which can be incorporated by reference in an agency's code. After public notice and hearing it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 CCR 18730 and any amendments adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Exhibits designating officials and employees and establishing disclosure categories shall constitute and conflict of interest code of the district.

Designated employees shall file their statements with the district who will make the statements available for public inspection and reproduction. (Government Code 81008) Statements for all designated employees will be retained by the district.

#### **Designated Positions/Disclosure Categories**

1. Persons occupying the following positions are designated employees in Category 1:

Governing Board Members  
Superintendent of Schools  
Assistant/Associate Superintendent(s)  
District Business Administrator  
Director  
Maintenance and Operations Director  
Consultants\*

Designated persons in this category must report:

a. Interest in real property located entirely or partly within district boundaries, or within two miles of district boundaries or of any land owned or used by the district. Such interests include any leasehold, beneficial or ownership interest or option to acquire such interest in real property.

b. Investments or business positions in or income from sources which:

- (1) Are engaged in the acquisition or disposal of real property within the district**
- (2) Are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the district or**
- (3) Manufacture or sell supplies, books, machinery or equipment of the type used by the district**

**\*Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitation:**

**The (executive director or executive officer) may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to comply fully with the disclosure requirement described in this section. Such determination shall include a description of the consultant's duties and based upon that description, a statement of the extent of disclosure requirements. The (executive director's or executive officer's) determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.**

**2. Persons occupying the following positions are designated employee in Category 2:**

**Principal  
Assistant Principal  
Program Coordinator  
Supervisor  
Bond Oversight Committee Member**

**Designated persons in this category must report investments, business positions in, and income, including gifts, loans and travel payments from sources which:**

- a. Are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs, or**
- b. Manufactures or sell supplies, books, machinery or equipment of the type used by the department in which the designated person manages or directs. For the purposes of this category, a principal's department is his/her entire school.**

**Declaration of Chief Executive Officer for Multi-County Agencies**

**The proposed Conflict of Interest Code specifically enumerates each of the positions within the agency which involve the making or participation in the making of decisions which may foreseeably have a material financial effect on any financial interest. The agency has satisfied all of the requirements of 2 CCR 18750.1(b) preliminary to approval of the proposed code.**



\_\_\_\_\_  
**Printed Name/Title**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**Biennial Notice to: California Fair Political Practices Commission  
428 J Street, Suite 620  
Sacramento, CA 95814-2329**

**ExhibitCENTER UNIFIED SCHOOL DISTRICT  
version: March 3, 2004      Antelope, California  
revised: December 16, 2009**

Center Joint Unified School District

**AGENDA REQUEST FOR:**

**Dept./Site: Superintendent's Office**

**Action Item**           X          

**To: Board of Trustees**

**Information Item \_\_\_\_\_**

**Date: September 15, 2010**

# Attached Pages \_\_\_\_\_

**From: Scott A. Loehr, Superintendent**

Principal/Administrator Initials:

**SUBJECT: First Reading: Board Policies/Regulations/Exhibits**  
**(Significant Changes)**

**Replace BP/AR 1240**

Add BP/AR 3552

**Add BP 3555**

**Replace** AR/E 4112.62/4212.62/4312.62

**Replace BP/AR 4127/4227/4327**

**Replace BP/AR 5141.21**

### Volunteer Assistance

## Summer Meal Program

## Nutrition Program Compliance

## Maintenance of Criminal Offender Records

### Temporary Athletic Team Coaches

## Administering Medication and Monitoring Health Conditions

**RECOMMENDATION: CUSD Board of Trustees approve the first reading of presented policies/regulations/exhibits.**

**VOLUNTEER ASSISTANCE**

The Governing Board recognizes that volunteer assistance in schools can enrich the educational program, increase supervision of students, and contribute to school safety while strengthening the schools' relationships with the community. The Board encourages parents/guardians and other members of the community to share their time, knowledge, and abilities with students.

*(cf. 1000 - Concepts and Roles)*  
*(cf. 1700 - Relations Between Private Industry and the Schools)*  
*(cf. 4127/4227/4327 - Temporary Athletic Team Coaches)*  
*(cf. 4222 - Teacher Aides/Paraprofessionals)*  
*(cf. 5020 - Parent Rights and Responsibilities)*  
*(cf. 5148 - Child Care and Development)*  
*(cf. 5148.2 - Before/After School Programs)*  
*(cf. 6020 - Parent Involvement)*  
*(cf. 6171 - Title I Programs)*

The Superintendent or designee shall develop and implement a plan for recruiting, screening, and placing volunteers, including strategies for reaching underrepresented groups of parents/guardians and community members. He/she may also recruit community members to serve as mentors to students and/or make appropriate referrals to community organizations.

*(cf. 1020 - Youth Services)*  
*(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)*

As appropriate, the Superintendent or designee shall provide volunteers with information about school goals, programs, and practices and an orientation or other training related to their specific responsibilities. Employees who supervise volunteers shall ensure that volunteers are assigned meaningful responsibilities that utilize their skills and expertise and maximize their contribution to the educational program.

Volunteer maintenance work shall be limited to those projects that do not replace the normal maintenance duties of classified staff. The Board nevertheless encourages volunteers to work on short-term projects to the extent that they enhance the classroom or school, do not significantly increase maintenance workloads, and comply with employee negotiated agreements.

Volunteer aides shall not be used to assist certificated staff in performing teaching or administrative responsibilities in place of regularly authorized classified employees who have been laid off. (Education Code 35021)

Volunteers shall act in accordance with district policies, regulations, and school rules. The Superintendent or designee shall be responsible for investigating and resolving complaints regarding volunteers.

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*  
*(cf. 3515.2 - Disruptions)*

## **VOLUNTEER ASSISTANCE (continued)**

The Board encourages principals to develop a means for recognizing the contributions of each school's volunteers.

*(cf. 1150 - Commendations and Awards)*

The Superintendent or designee shall periodically report to the Board regarding the district's volunteer assistance program.

### **Qualifications**

Note: Education Code 45347 and 45349 require certain volunteers, depending on the types of duties they will be performing, to meet qualifications pertaining to basic skills proficiency, tuberculosis testing, and/or criminal background checks; see the accompanying administrative regulation.

The Superintendent or designee shall establish procedures for determining whether volunteers possess the qualifications, if any, required by law and administrative regulation for the types of duties they will perform.

Note: Effective July 9, 2010, AB 346 (Ch. 52, Statutes of 2010) amended Education Code 49024 to require any volunteer who works with students in a district-sponsored student activity program to obtain an Activity Supervisor Clearance Certificate (ASCC) from the Commission on Teacher Credentialing, unless the district requires the volunteer to clear a Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) criminal background check prior to beginning the volunteer duties. This legislation was introduced in response to legislation passed in 2009 (AB 1025, Ch. 379, Statutes of 2009) which had required noncertificated personnel or volunteers who "supervise, direct, or coach the activity" to obtain an ASCC.

Thus, the Governing Board may choose whether to require a volunteer to obtain the ASCC (Option 1 below) and/or to obtain a DOJ/FBI criminal background check (Option 2 below). The Board may select either one of the options below, combine them to allow an individual to obtain either the ASCC or DOJ/FBI check at the individual's discretion, or to apply different requirements to different positions in the district.

In addition, AB 346 amended Education Code 45125.01 to allow multiple districts within a county or within contiguous counties to share criminal record information of noncertificated employees and volunteers working in a student activity program; see AR 4112.62/4212.62/4312.62 - Maintenance of Criminal Offender Records.

See the accompanying administrative regulation for the definition of "student activity program" pursuant to Education Code 49024.

~~**OPTION 1:** Prior to assuming a volunteer position to work with students in a district-sponsored student activity program, a volunteer shall possess an Activity Supervisor Clearance Certificate issued by the Commission on Teacher Credentialing. (Education Code 49024)~~

~~A volunteer who obtained both a Department of Justice and Federal Bureau of Investigation criminal background clearance through the district prior to July 9, 2010 shall have satisfied this requirement. (Education Code 49024)~~

## **VOLUNTEER ASSISTANCE (continued)**

**OPTION 2:** Prior to assuming a volunteer position to work with students in a district-sponsored student activity program, a volunteer shall obtain both a Department of Justice and Federal Bureau of Investigation criminal background check through the district. (Education Code 49024)

A volunteer who possesses a current Activity Supervisor Clearance Certificate from the Commission on Teacher Credentialing, issued prior to July 9, 2010, shall have satisfied district requirements for the criminal background check. (Education Code 49024)

### *Legal Reference:*

#### **EDUCATION CODE**

8482-8484.6 *After School Education and Safety program*

8484.7-8484.9 *21st Century Community Learning Center program*

35021 *Volunteer aides*

35021.1 *Automated records check*

35021.3 *Registry of volunteers for before/after school programs*

44010 *Sex offense; definition*

44227.5 *Classroom participation by college methodology faculty*

44814-44815 *Supervision of students during lunch and other nutrition periods*

45125 *Fingerprinting requirements*

45125.01 *Interagency agreements for criminal record information*

45340-45349 *Instructional aides*

45360-45367 *Teacher aides*

49024 *Activity Supervisor Clearance Certificate*

49406 *Examination for tuberculosis*

#### **GOVERNMENT CODE**

3543.5 *Prohibited interference with employees' rights*

#### **HEALTH AND SAFETY CODE**

1596.871 *Fingerprints of individuals in contact with child day care facility clients*

#### **LABOR CODE**

1720.4 *Public works; exclusion of volunteers from prevailing wage law*

3364.5 *Persons performing voluntary services for school districts*

#### **PENAL CODE**

290 *Registration of sex offenders*

*Legal Reference continued: (see next page)*

## **VOLUNTEER ASSISTANCE (continued)**

### *Legal Reference: (continued)*

#### PENAL CODE (continued)

290.4 Information re: sex offenders

290.95 Disclosure by person required to register as sex offender

#### CODE OF REGULATIONS, TITLE 22

101170 Criminal record clearance

101216 Health screening, volunteers in child care centers

#### UNITED STATES CODE, TITLE 20

6319 Qualifications and duties of paraprofessionals, Title I programs

#### ATTORNEY GENERAL OPINIONS

62 Ops.Cal.Atty Gen. 325 (1979)

#### COURT DECISIONS

Whisman Elementary School District, (1991) PERB Decision No. 868

### *Management Resources:*

#### COMMISSION ON TEACHER CREDENTIALING CODED CORRESPONDENCE

10-11 Information on Assembly Bill 346 Concerning the Activity Supervisor Clearance Certificate (ASCC), July 20, 2010

#### WEB SITES

CSBA: <http://www.csba.org>

California Department of Education, Parents/Family and Community: <http://www.cde.ca.gov/ls/pf>

California Department of Justice, Megan's Law: <http://www.meganslaw.ca.gov>

California Parent Teacher Association: <http://www.capta.org>

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

National Coalition for Parent Involvement in Education: <http://www.ncpie.org>

National Parent Teacher Association: <http://www.pta.org>

# **Board Policy**

## **Volunteer Assistance**

**BP 1240**

### **Community Relations**

The Governing Board encourages parents/guardians and other members of the community to share their time, knowledge and abilities with students. Volunteer assistance in schools enriches the educational program, enhances supervision of students and contributes to school safety while strengthening the schools' relationships with the community. The Board also encourages community members to serve as mentors providing support and motivation to students.

(cf. 1000 - Concepts and Roles)  
(cf. 1700 - Relations Between Private Industry and the Schools)  
(cf. 4127/4227/4327 - Temporary Athletic Team Coaches)  
(cf. 4222 - Teacher Aides/Paraprofessionals)  
(cf. 5020 - Parent Rights and Responsibilities)  
(cf. 6020 - Parent Involvement)  
(cf. 6171 - Title I Programs)

The Superintendent or designee shall develop and implement a plan for recruiting, screening and placing volunteers, including strategies for reaching underrepresented groups of parents/guardians and community members. He/she may also recruit community members to serve as mentors and/or make appropriate referrals to community organizations.

(cf. 0420.3 - School-Based Student Motivation and Maintenance Program)  
(cf. 1020 - Youth Services)  
(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

The Superintendent or designee shall establish procedures to protect the safety of students and adults. These procedures shall include laws related to tuberculosis testing and may also include laws related to criminal record checks including Megan's Law database. Volunteers who are likely to be alone with students will also be finger printed and drug tested.

Volunteers shall be provided with information about school goals, programs and practices and shall receive an orientation and other training related to their specific responsibilities as appropriate. Employees who supervise volunteers shall ensure that volunteers are assigned meaningful responsibilities that capitalize on their skills and expertise and maximize their contribution to the educational program.

Volunteers shall act in accordance with district policies, regulations and school rules. At

their discretion, employees who supervise volunteers may ask any volunteer who violates school rules to leave the campus. Employees also may confer with the principal or designee regarding any such volunteers. The Superintendent or designee shall be responsible for investigating and resolving complaints regarding volunteers.

(cf. 0410 - Nondiscrimination in District Programs and Activities)  
(cf. 3515.2 - Disruptions)

Volunteer maintenance work shall be limited to those projects that do not replace the normal maintenance duties of classified staff. The Board nevertheless encourages volunteers to work on short-term projects to the extent that they enhance the classroom or school, do not significantly increase maintenance workloads and comply with employee commitments and contracts.

Volunteer aides shall not be used to assist certificated staff in performing teaching or administrative responsibilities in place of regularly authorized classified employees who have been laid off. (Education Code 35021)

The Board encourages principals to develop a means for recognizing the contributions of each school's volunteers.

The Superintendent or designee shall periodically report to the Board regarding the district's volunteer assistance program.

**Legal Reference:**

**EDUCATION CODE**

35021 Volunteer aides

35021.1 Automated records check

44010 Sex offense; definition

44227.5 Classroom participation by college methodology faculty

44814-44815 Supervision of students during lunch and other nutrition periods

45125 Fingerprinting requirements

45340-45349 Instructional aides

45360-45367 Teacher aides

49406 Examination for tuberculosis

**GOVERNMENT CODE**

3100-3109 Oath or affirmation of allegiance

3543.5 Prohibited interference with employees' rights

**HEALTH AND SAFETY CODE**

1596.871 Fingerprints of individuals in contact with child day care facility clients

**LABOR CODE**

3364.5 Persons performing voluntary services for school districts

**PENAL CODE**

290 Registration of sex offenders

290.4 Information re sex offenders



**CODE OF REGULATIONS, TITLE 22**

101170 Criminal record clearance

101216 Health screening, volunteers in child care centers

**UNITED STATES CODE, TITLE 20**

6319 Qualifications and duties of paraprofessionals, Title I programs

**ATTORNEY GENERAL OPINIONS**

62 Ops. Cal. Atty. Gen. 325 (1979)

**COURT DECISIONS**

Whisman Elementary School District, 15 Public Employee Reporter for California, 22043

**Management Resources:**

**NATIONAL PTA PUBLICATIONS**

National Standards for Parent/Family Involvement Programs, 1997

Building Successful Partnerships: A Guide for Developing Parent and Family Involvement Programs, 2000

**WEB SITES**

California PTA: <http://www.capta.org>

National PTA: <http://www.pta.org>

California Partners in Education: <http://www.capie.org>

National Coalition for Parent Involvement in Education: <http://www.ncpie.org>

U.S. Department of Education, Partnership for Family Involvement in Education:  
<http://pfie.ed.gov>

CDE: <http://www.cde.ca.gov>

California Department of Justice, Megan's Law mapping: <http://www.meganslaw.ca.gov>

**Policy CENTER UNIFIED SCHOOL DISTRICT**

adopted: March 2, 2005      Antelope, California

## **VOLUNTEER ASSISTANCE**

### **Duties of Volunteers**

Note: Education Code 45349 authorizes the use of volunteers in the supervision and instruction of students, subject to Education Code 35021 and 45340-45349.

Volunteers may assist certificated personnel in the performance of their duties, in the supervision of students, and in instructional tasks which, in the judgment of the certificated personnel to which the volunteer is assigned, may be performed by a person not licensed as a classroom teacher. These duties shall not include assignment of grades to students. (Education Code 45343, 45344, 45349)

*(cf. 4222 - Teacher Aides/Paraprofessionals)*

*(cf. 5148 - Child Care and Development)*

*(cf. 5148.2 - Before/After School Programs)*

Volunteers may supervise students during lunch, breakfast, or other nutritional periods or may serve as nonteaching aides under the immediate supervision and direction of certificated personnel to perform noninstructional work which assists certificated personnel in the performance of teaching and administrative responsibilities. (Education Code 35021, 44814, 44815)

Volunteers may work on short-term facilities projects pursuant to Board policy and the section below entitled "Volunteer Facilities Projects."

### **Qualifications**

Volunteers providing supervision or instruction of students pursuant to Education Code 45349 shall give evidence of basic skills proficiency. (Education Code 45344.5, 45349)

*(cf. 4212 - Appointment and Conditions of Employment)*

Note: Effective July 9, 2010, AB 346 (Ch. 52, Statutes of 2010) amended Education Code 49024 to require any volunteer who works with students in a student activity program, as defined below, to obtain an Activity Supervisor Clearance Certificate from the Commission on Teacher Credentialing, unless the district requires the candidate to clear a Department of Justice and Federal Bureau of Investigation criminal background check prior to beginning the volunteer duties. See the accompanying Board policy for options that may be selected or adapted by the district.

In addition, AB 346 amended Education Code 45125.01 to allow multiple districts within a county or within contiguous counties to share criminal record information of noncertificated employees and volunteers working in a student activity program; see AR 4112.62/4212.62/4312.62 - Maintenance of Criminal Offender Records.

**VOLUNTEER ASSISTANCE (continued)**

Any volunteer working with students in a district-sponsored student activity program shall obtain an Activity Supervisor Clearance Certificate or criminal background check in accordance with Board policy. The Superintendent or designee shall determine which volunteer positions in the district are subject to this requirement.

*(cf. 4212.5 - Criminal Background Check)*

"Student activity programs" include, but are not limited to, scholastic programs, interscholastic programs, and extracurricular activities sponsored by the district or a school booster club, such as cheer team, drill team, dance team, and marching band. This requirement shall not apply to volunteer supervisors for breakfast, lunch, or other nutritional periods or to volunteer nonteaching aides under the immediate supervision and direction of certificated personnel pursuant to Education Code 35021, including parents/guardians volunteering in a classroom or on a field trip or community members providing noninstructional services. (Education Code 49024)

*(cf. 4127/4227/4327 - Temporary Athletic Team Coaches)*

*(cf. 6145 - Extracurricular and Cocurricular Activities)*

Note: Pursuant to Education Code 35021 and 45349, a district is prohibited from assigning a registered sex offender as a volunteer who assists certificated personnel in the performance of their duties; supervises students during lunch, breakfast, or other nutritional period; or serves as a nonteaching aide to perform noninstructional tasks. In addition, Penal Code 290.95 requires any person registered as a sex offender to disclose his/her status as a registrant when he/she applies for or accepts a position as a volunteer where the work would require him/her to work directly and in an unaccompanied setting with minor children on more than an incidental and occasional basis, to have supervision or disciplinary power over minor children, or to touch minor children on more than an incidental basis. Penal Code 290.95 also requires disclosure when the person would be working directly and in an unaccompanied setting providing goods or services to minors. See BP/AR 3515.5 - Sex Offender Notification.

The Superintendent or designee shall not assign any person required to register as a sex offender pursuant to Penal Code 290 as a volunteer who assists certificated personnel in the performance of their duties; supervises students during lunch, breakfast, or other nutritional period; or serves as a nonteaching aide to perform noninstructional tasks. In addition, a person who is required to register as a sex offender because of a conviction for a crime where the victim was a minor under age 16 shall not serve as a volunteer in any capacity in which he/she would be working directly and in an unaccompanied setting with minors on more than an incidental and occasional basis or have supervision or disciplinary power over minors. (Education Code 35021, 45349; Penal Code 290.95)

*(cf. 3515.5 - Sex Offender Notification)*

Note: Districts may verify whether a person is a registered sex offender by checking the Department of Justice's Megan's Law web site, asking law enforcement to conduct a check pursuant to Education Code 35021.1, and/or requiring volunteers to certify as to their status. The following paragraph should be modified to reflect district practice.

## **VOLUNTEER ASSISTANCE (continued)**

The Superintendent or designee may require all volunteers to disclose their status as a registered sex offender and/or provide the district with sufficient information in order to allow verification of this status on the Department of Justice's Megan's Law web site.

Note: Education Code 45347 and 45349 require that volunteers providing supervision or instruction meet the obligations required of classified staff. Pursuant to Education Code 49406, tuberculosis testing is one of these obligations; see AR 4112.4/4212.4/4312.4 - Health Examinations. In areas where there is a high incidence of tuberculosis, the district may revise the following paragraph to require more frequent tests or to require that all volunteers be tested.

No volunteer shall be assigned to supervise or instruct students unless he/she has submitted evidence of an examination within the past 60 days to determine that he/she is free of active tuberculosis. Volunteers who test negative shall thereafter be required to take a tuberculosis test every four years in accordance with Education Code 49406. (Education Code 45106, 45347, 45349, 49406)

*(cf. 4112.4/4212.4/4312.4 - Health Examinations)*

Note: The following paragraph is **optional** pursuant to Education Code 49406.

The Superintendent or designee may exempt from tuberculosis testing requirements those volunteers who serve less than a school year and whose functions do not require frequent or prolonged contact with students. (Education Code 49406)

Note: See AR 5148.2 - Before/After School Programs for information about health screening and fingerprint clearance requirements for volunteers in the After School Education and Safety program and 21st Century Community Learning Center program pursuant to Education Code 8483.4 and 35021.3.

## **Volunteer Facilities Projects**

Note: The following **optional** section should be revised to reflect district practice.

Pursuant to Labor Code 1720.4, volunteers are exempt from laws requiring workers employed in public works projects (e.g., construction and repair work) to be paid at least the general prevailing rate of per diem wages.

All volunteer facilities projects shall have approximate start and completion dates and shall be approved by the principal in advance. Projects also shall be approved in advance by the Superintendent or designee if they involve the following types of work:

1. Alterations, additions, or repairs to buildings and grounds
2. Construction involving wall or roof penetration, drilling, or nailing
3. Structural modifications

**VOLUNTEER ASSISTANCE (continued)**

4. Electrical, electronic, plumbing, or heating and cooling work
5. Painting
6. Installation of carpet, playground equipment, benches, sprinkler systems, marquees or signs
7. Paving
8. Tree planting, pruning, or removal

The Superintendent or designee shall ensure that volunteers possess the appropriate license and/or have sufficient expertise appropriate to the project. He/she shall also ensure that such projects comply with building and safety codes and other applicable laws and collective bargaining agreements. The district shall provide on-site assistance and supervision for such projects as necessary. Projects shall be inspected upon completion to ensure that the work was done satisfactorily.

*(cf. 3514 - Environmental Safety)*

*(cf. 3514.1 - Hazardous Substances)*

*(cf. 7140 - Architectural and Engineering Services)*

# **Administrative Regulation**

## **Volunteer Assistance**

AR 1240

## **Community Relations**

### **Duties of Volunteers**

Volunteers may assist certificated personnel in the performance of their duties, in the supervision of students, and in instructional tasks which, in the judgment of the certificated personnel to whom the instructional aide is assigned, may be performed by a person not licensed as a classroom teacher. These duties shall not include assignment of grades to students. (Education Code 45343, 45344, 45349)

(cf. 4222 - Teacher Aides/Paraprofessionals)

Volunteers may supervise students during lunch and/or breakfast periods or may serve as nonteaching aides under the immediate supervision and direction of certificated personnel to perform noninstructional work which assists certificated personnel in the performance of teaching and administrative responsibilities. (Education Code 35021, 44814, 44815)

Volunteers may work on short-term facilities projects pursuant to Governing Board policy and administrative regulation.

### **Qualifications of Volunteers**

Volunteers providing supervision or instruction of students pursuant to Education Code 45349 shall give evidence of basic skills proficiency. (Education Code 45344.5, 45349)

(cf. 4212 - Appointment and Conditions of Employment)

A person who is required to register as a sex offender pursuant to Penal Code 290 shall not serve as a volunteer instructional aide or as a volunteer nonteaching aide under the direct supervision of a certificated employee. (Education Code 35021)

The Superintendent or designee shall verify by reasonable means that persons serving as volunteer instructional aides and nonteaching volunteer aides are not required to register as a sex offender pursuant to Penal Code 290. All volunteers will be required to complete a Volunteer Information Form (E(1) 1240).

(cf. 3515.5 - Sex Offender Notification)

No volunteer shall be assigned to provide supervision or instruction of students unless he/she has submitted evidence of an examination within the past 60 days to determine

that he/she is free of active tuberculosis. Volunteers who test negative shall thereafter be required to take a tuberculosis test every four years in accordance with Education Code 49406. (Education Code 45106, 45347, 45349, 49406)

(cf. 4112.4/4212.4/4312.4 - Health Examinations)

The Superintendent or designee may exempt from tuberculosis testing requirements those volunteers who serve less than a school year and whose functions do not require frequent or prolonged contact with students. (Education Code 49406)

### **Volunteer Facilities Projects**

All volunteer facilities projects shall have approximate start and completion dates and must be approved by the principal in advance.

Projects approved by the principal shall also be approved in advance by the Superintendent or designee if they involve the following types of work:

1. Alterations, additions or repairs to buildings and grounds
2. Construction involving wall or roof penetration, drilling or nailing
3. Structural modifications
4. Electrical, electronic, plumbing, or heating and cooling work
5. Painting
6. Installation of carpet
7. Installation of playground equipment and benches
8. Installation of sprinkler systems
9. Paving
10. Installation of marquees and signs
11. Tree planting, pruning or removal

The Superintendent or designee shall ensure that volunteers possess the appropriate license and/or have sufficient expertise appropriate to the project. He/she shall also ensure that such projects comply with building and safety codes and other applicable laws and collective bargaining agreements. The district shall provide on-site assistance and supervision for such projects as necessary. Projects shall be inspected upon completion to ensure that the work was done satisfactorily.

(cf. 3514 - Environmental Safety)  
(cf. 3514.1 - Hazardous Substances)  
(cf. 7111 - Evaluating Existing Buildings)  
(cf. 7140 - Architectural and Engineering Services)

Regulation    CENTER UNIFIED SCHOOL DISTRICT  
approved: March 2, 2005    Antelope, California



Add

## Business and Noninstructional Operations

BP 3552(a)

### SUMMER MEAL PROGRAM

Note: The following **optional** policy is for use by any district that has been approved by the California Department of Education (CDE) to serve as a program sponsor under the federally funded Seamless Summer Feeding Option (SSFO) or Summer Food Service Program (SFSP), pursuant to 42 USC 1761 (as amended by P.L. 111-80) and 7 CFR 225.1-225.20. Both programs are designed to provide meals to children in low-income communities during summer vacation; however, SSFO funding is available only to districts that also participate in the National School Lunch or Breakfast Program (42 USC 1751-1769, 1773).

Pursuant to 7 CFR 225.14, districts participating in SSFO or SFSP must make summer meals available to all children in the community, not just those enrolled in summer school. Districts that offer meals only to students enrolled in summer school and not to other children in the community are not eligible to receive reimbursements under SSFO or SFSP, but may continue to provide meals through the National School Lunch or Breakfast Program.

The Governing Board recognizes that child nutrition programs have a positive and direct impact upon children's well-being and achievement. To help students and other children in the community remain well nourished throughout the summer vacation, the district shall sponsor a summer meal program as approved by the California Department of Education (CDE).

*(cf. 3550 - Food Service/Child Nutrition Program)*

*(cf. 3553 - Free and Reduced Price Meals)*

*(cf. 5030 - Student Wellness)*

*(cf. 5141.27 - Food Allergies/Special Dietary Needs)*

Note: The following **optional** paragraph is for use by districts that maintain one or more schools on a year-round schedule. Pursuant to 42 USC 1761, the SSFO and SFSP may provide meals at off-session/off-track times of the year for schools on a continuous school calendar. According to the CDE's Frequently Asked Questions, under the SSFO, schools on a year-round schedule may be approved to serve meals during breaks of at least 10 school days. For purposes of the SFSP, 7 CFR 225.2 defines a "continuous school year" as having vacation periods of 15 continuous school days or more during the period from October through April.

~~The district may apply to the CDE to provide meals to children during any extended break in a year-round school schedule. (42 USC 1761; 7 CFR 225.2, 225.6, 225.14)~~

~~*(cf. 6117 - Year Round Schedules)*~~

~~Between October and April, or at any time or school on a year round schedule, the district may serve meals at a nonschool site in cases of unanticipated school closures, such as a natural disaster, unscheduled major building repair, court order related to school safety or other issues, labor management dispute, or similar cause as approved by the CDE. (42 USC 1761; 7 CFR 225.6)~~

Note: Both the SSFO and SFSP contain criteria for choosing locations to operate a summer meal program; see the accompanying administrative regulation. Meal service must not begin prior to receiving CDE approval of the site.

## **SUMMER MEAL PROGRAM (continued)**

The Superintendent or designee shall recommend to the Board one or more sites for meal services based on state and federal program criteria and an assessment of family and community needs. When feasible, the Superintendent or designee shall involve local governmental agencies, food banks, and/or community organizations in identifying suitable site locations. The site(s) shall be approved the CDE before meal service is initiated.

Note: The following paragraph is optional. The U.S. Department of Agriculture's The Summer Food Service Program: Food That's In When School is Out, 2010 Administrative Guidance for Sponsors encourages sponsors to select sites or design programs to offer other organized activities that attract children to the summer meal program.

The summer meal program may be offered in conjunction with educational enrichment or recreational activities in order to encourage participation in other wellness and learning opportunities.

*(cf. 1020 - Youth Services)*  
*(cf. 1330.1 - Joint Use Agreements)*  
*(cf. 5148 - Child Care and Development)*  
*(cf. 5148.2 - Before/After School Programs)*  
*(cf. 6142.7 - Physical Education and Activity)*  
*(cf. 6177 - Summer School)*

The Superintendent or designee shall develop and coordinate outreach and promotional activities to inform parents/guardians and the community about the availability of the summer meal program and its location(s) and hours.

*(cf. 1100 - Communication with the Public)*  
*(cf. 1112 - Media Relations)*  
*(cf. 1113 - District and School Web Sites)*

Note: Districts participating in either the SSFO or SFSP must submit reimbursement claims through the CDE's online Child Nutrition Information and Payment System.

The Superintendent or designee shall maintain accurate records of all meals served and shall ensure the timely submission of reimbursement claims in accordance with state procedures.

*(cf. 3551 - Food Service Operations/Cafeteria Fund)*

The Superintendent or designee shall regularly report to the Board regarding program implementation, number of participants at each site, feedback from participating children and their parents/guardians regarding menus and service, and program costs. As needed, the

## **SUMMER MEAL PROGRAM (continued)**

Board shall direct the Superintendent or designee to identify program modifications to increase program quality or children's access to meal services.

(cf. 0500 - Accountability)

(cf. 3555 - Nutrition Program Compliance)

### ***Legal References:***

#### **EDUCATION CODE**

*49430-49436 Pupil Nutrition, Health, and Achievement Act of 2001*

*49490-49494 School breakfast and lunch programs*

*49500-49505 School meals*

*49510-49520 Nutrition*

*49530-49536 Child Nutrition Act*

*49547-49548.3 Comprehensive nutrition services*

*49550-49562 Meals for needy students*

*49570 National School Lunch Act*

#### **CODE OF REGULATIONS, TITLE 5**

*15510 Mandatory meals for needy students*

*15550-15565 School lunch and breakfast programs*

#### **UNITED STATES CODE, TITLE 42**

*1751-1769i School lunch programs, including:*

*1751 Note Local wellness policy*

*1761 Summer Food Service Program and Seamless Summer Feeding Option*

*1771-1792 Child nutrition, especially:*

*1773 School breakfast program*

#### **CODE OF FEDERAL REGULATIONS, TITLE 7**

*210.1-210.31 National School Lunch Program*

*220.1-220.22 National School Breakfast Program*

*225.1-225.20 Summer Food Service Program*

### ***Management Resources:***

#### **CSBA PUBLICATIONS**

*Providing Access to Nutritious Meals During Summer, Policy Brief, June 2010*

*Monitoring for Success: Student Wellness Policy Implementation Monitoring Report and Guide, 2007*

*Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. April 2006*

#### **CALIFORNIA DEPARTMENT OF EDUCATION MANAGEMENT BULLETINS**

*USDA-SFSP-06-2008 Summer Food Service Program Outreach Requirement Clarification, October 2008*

#### **U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS**

*The Summer Food Service Program: Food That's In When School is Out, 2010, Nutrition Guidance for Sponsors, rev. March 2010*

*The Summer Food Service Program: Food That's In When School is Out, 2010 Site Supervisor's Guide, rev. January 2010*

*The Summer Food Service Program: Food That's In When School is Out, 2010 Monitor's Guide, rev. January 2010*

***Management Resources: (continued on next page)***

## SUMMER MEAL PROGRAM (continued)

### *Management Resources: (continued)*

*U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS (continued)*

*The Summer Food Service Program: Food That's In When School is Out, 2010 Administrative Guidance for Sponsors, rev. December 2009*

*National School Lunch Program's Seamless Summer Option Questions and Answers, 2009*

### *WEB SITES*

CSBA: <http://www.csba.org>

California Center for Research on Women and Families, Summer Meal Program Coalition:  
<http://www.ccrwf.org>

California Department of Education, Nutrition: <http://www.cde.ca.gov/ls/nu>

California Food Policy Advocates: <http://www.cfpa.net>

California School Nutrition Association: <http://www.calsna.org>

Child Nutrition Information and Payment System: <https://www.cnips.ca.gov>

U.S. Department of Agriculture, Food and Nutrition Service: <http://www.fns.usda.gov>

Add

## Business and Noninstructional Operations

AR 3552(a)

### SUMMER MEAL PROGRAM

Note: The following optional administrative regulation is for use by any district that has been approved by the California Department of Education (CDE) to serve as a program sponsor under the federally funded Seamless Summer Feeding Option (SSFO) or Summer Food Service Program (SFSP), pursuant to 42 USC 1761 (as amended by P.L. 111-80) and 7 CFR 225.1-225.20. The district should select the section(s) below that correspond to the program(s) offered by the district.

#### Site Selection

Note: The following section is for use by districts that participate in either the SSFO or SFSP.

In identifying locations where summer meals may be provided, the Superintendent or designee shall document site eligibility according to the following criteria: (7 CFR 225.2, 225.15)

1. Open Site: The site provides meals to all children in the area and is located at a school or nonschool site within the geographical boundaries of a school attendance area where at least 50 percent of the children are eligible for free or reduced-price meals.

*(cf. 3553 - Free and Reduced Price Meals)*

2. Restricted Open Site: The site initially meets the criteria of an "open site," but the district must restrict or limit participation on a first-come, first-served basis due to security, safety, or control concerns.
3. Closed Enrolled Site: The site is open only to enrolled children, as opposed to the community at large, and at least 50 percent of the enrolled children at the site are eligible for free or reduced price school meals, as determined by approval of applications in accordance with 7 CFR 225.15(f).

Note: The following optional paragraph is for use by districts that offer meals during summer school session. 7 CFR 225.14 requires such districts to make summer meals available to all children in the community, not just those enrolled in summer school. Districts that offer meals only to students enrolled in summer school and not to other children in the community are not eligible to receive reimbursements under SSFO or SFSP, but may continue to provide meals through the National School Lunch or Breakfast Program (42 USC 1751-1769h, 1773; 7 CFR 210.1-210.31, 220.1-220.21).

Whenever the district offers the summer meal program at a site that provides summer school sessions, it shall ensure that the site is open to students enrolled in summer school and to all children residing in the area served by the site. (7 CFR 225.14)

*(cf. 3555 - Nutrition Program Compliance)*

*(cf. 6177 - Summer School)*

## SUMMER MEAL PROGRAM (continued)

### Meal Service

Note: The following section is for use by districts that participate in either the SSFO or SFSP. The district may revise the following paragraph to reflect meals provided by the district.

In accordance with the district's agreement with the California Department of Education (CDE), the summer meal program may offer breakfast, morning snack, lunch, afternoon snack, and/or supper. The program may provide up to two meals/snacks per day in any combination, except that lunch and supper shall not be provided by the same site on the same day. Sites that primarily serve children from migrant families may apply to serve up to three meals, or two meals and one snack, per day. All meals/snacks shall be provided within the time periods specified in 7 CFR 225.16. (42 USC 1761; 7 CFR 225.16)

*(cf. 3551 - Food Service Operations/Cafeteria Fund)*  
*(cf. 5030 - Student Wellness)*

Meals provided through the district's summer meal program shall be available at no cost to: (42 USC 1761; 7 CFR 225.2)

1. Children age 18 or younger
2. Persons over age 18 who meet the CDE's definition of having a physical or mental disability and who are participating in a public or nonprofit private school program established for individuals with a disability

*(cf. 6164.4 - Identification of Individuals for Special Education)*

Note: The following paragraph is **optional**. The U.S. Department of Agriculture's (USDA) The Summer Food Service Program: Food That's In When School is Out, 2010 Administrative Guidance for Sponsors encourages sponsors to designate a site supervisor for each site, as specified below.

The Superintendent or designee shall designate a person at each participating site to serve as the program's site supervisor. The site supervisor shall oversee the order or preparation of meals, ensure the site is cleaned before and after the meal, and record the number of complete meals served to eligible children each day.

### Additional Requirements for Seamless Summer Feeding Option

Note: In addition to the requirements in the "Site Selection" and "Meal Service" sections above, districts participating in SSFO are subject to the requirements in the following **optional** section. Districts that participate in SSFO also participate in the National School Lunch or Breakfast Program (42 USC 1751-1769, 1773) and have one agreement with the CDE for their entire food services operation.

## **SUMMER MEAL PROGRAM (continued)**

All meals offered through the summer meal program shall meet menu planning requirements for the National School Lunch or Breakfast Program pursuant to 7 CFR 210.10 or 7 CFR 220.8. (42 USC 1761)

*(cf. 3550 - Food Service/Child Nutrition Program)*

*(cf. 5141.27 - Food Allergies/Special Dietary Needs)*

Note: The following optional paragraph should be revised to reflect district practice. As part of the application process, districts applying to participate in the SSFO and operate an open site are required to describe how each site will advertise the availability of meal services to children in the community. The CDE's web site specifies that districts must have a large banner or marquee demonstrating that the meal service is available to all children in the community. Additional sample outreach materials, including a flyer translated into multiple languages, a poster, and a template letter for web sites, are available through the CDE.

According to the CDE's Frequently Asked Questions, the district should maintain documentation, such as copies of advertisements, flyers, or radio or TV announcements, so that the advertising method can be confirmed during a CDE review.

Whenever the district operates an open site as defined in the section entitled "Site Selection" above, the Superintendent or designee shall advertise the availability of summer meal services to the neighborhood community. A large banner or marquee shall be prominently displayed at each site before and during the meal service. Other outreach strategies may include, but are not limited to, sending a news release to the local media, distributing a flyer to parents/guardians of district students, posting information on the district or school web site, and placing posters throughout the community.

*(cf. 1100 - Communication with the Public)*

*(cf. 1112 - Media Relations)*

*(cf. 1113 - District and School Web Sites)*

Note: Meals provided through the SSFO are reimbursed at the same rate applicable to free meals served through the National School Lunch or Breakfast Program. Reimbursement claims for meals served through the SSFO must be submitted through the CDE's online Child Nutrition Information and Payment System as part of the district's National School Lunch or Breakfast Program claim.

At the point of service, on-site staff shall count the number of eligible meals served. Reimbursement claims shall be submitted using the same procedure used during the school year for the National School Lunch or Breakfast Program.

Note: According to the USDA's National School Lunch Program's Seamless Summer Option Questions and Answers, each SSFO site must be locally reviewed at least once each year unless this requirement is waived by the CDE. The site monitoring review should be completed using a form available from the CDE. State review of local SSFO programs occurs every five years during the CDE's Coordinated Review Effort process.

## **SUMMER MEAL PROGRAM (continued)**

Each year the Superintendent or designee shall conduct at least one review of each site to ensure its compliance with meal counting, claiming, menu planning, and food safety requirements. For newly established sites, such reviews shall be conducted within three weeks of the start of operation.

### **Additional Requirements for Summer Food Service Program**

Note: In addition to the requirements in the "Site Selection" and "Meal Service" sections above, districts participating in SFSP are subject to the requirements in the following optional section. The SFSP requires annual approval of the program from the CDE.

The district shall annually submit to the CDE a program application and budget for anticipated operational and administrative costs.

Note: 7 CFR 225.15 requires districts that sponsor open sites, as defined in item #1 in the section entitled "Site Selection" above, to send a notice to the media publicizing the availability of the program. A sample news release is available in the USDA's The Summer Food Service Program: Food That's In When School is Out, 2010 Administrative Guidance for Sponsors.

The Superintendent or designee shall annually send a notice to the media serving the area from which the district draws its attendance regarding the availability of free meals. (7 CFR 225.15)

*(cf. 1112 - Media Relations)*

Note: According to the USDA's 2010 Administrative Guidance for Sponsors, in addition to the media notice described above, the district is required to take the actions specified in items #1-4 below to inform the community about the program.

In addition, the district and each open site shall:

1. Make program information available to the public upon request
2. Make reasonable efforts to provide information in the appropriate translation concerning the availability and nutritional benefits of the program
3. Display, in a prominent place at the site and in the district office, the nondiscrimination poster developed or approved by the U.S. Department of Agriculture's Food and Nutrition Service
4. Include the nondiscrimination statement and instructions for filing a complaint in the public release and in any program information directed to parents/guardians of participants and potential participants



## **SUMMER MEAL PROGRAM (continued)**

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*

*(cf. 1100 - Communication with the Public)*

*(cf. 1113 - District and School Web Sites)*

Note: CDE Management Bulletin USDA-SFSP-06-2008 states that sponsors of open sites are also required to post signage as provided in item #5 below.

5. Post signage, such as a banner, marquee, poster, or other large display on the exterior of the building facing the street nearest the entrance of the meal service area at each site, before the meal service begins and throughout the service time

All meals offered through the summer meal program shall meet U.S. Department of Agriculture minimum meal patterns as specified in 7 CFR 225.16 or the meal patterns required for the National School Lunch and Breakfast Programs. (42 USC 1761; 7 CFR 225.16)

*(cf. 3550 - Food Service/Child Nutrition Program)*

*(cf. 5141.27 - Food Allergies/Special Dietary Needs)*

The Superintendent or designee shall submit to the CDE monthly reimbursement claims based on the number of eligible meals served.

Note: 42 USC 1761 and 7 CFR 225.15 and 225.7 require the district to provide training for program administrative and site personnel as provided below. In addition, administrative personnel must participate in mandatory training conducted by the CDE each year before the CDE will approve the SFSP agreement.

Program administrative personnel shall annually attend mandatory training provided by the CDE. In addition, the Superintendent or designee shall annually hold program training sessions for administrative and site personnel and shall allow no site to operate until personnel have attended at least one of these training sessions. Training of site personnel shall include, but not be limited to, the purpose of the program, site eligibility, record keeping, site operations, meal pattern requirements, and the duties of a program monitor. The Superintendent or designee shall provide training throughout the summer to ensure that administrative personnel are thoroughly knowledgeable in all required areas of program administration and operation and are provided with sufficient information to carry out their program responsibilities. Each site shall have present at each meal service at least one person who has received this training. (42 USC 1761; 7 CFR 225.15, 225.7)

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

Note: In addition to the self-reviews required by 7 CFR 225.15 as described below, districts are subject to reviews by the CDE at least once every three years, and more frequently under some circumstances, in accordance with 7 CFR 225.7.

**SUMMER MEAL PROGRAM (continued)**

The Superintendent or designee shall monitor program operations by conducting site visits prior to opening a new site, during the first week of operation, during the first four weeks of operation, and then at a reasonable level thereafter. (7 CFR 225.15)

The Superintendent or designee shall retain all records pertaining to the program for a period of three years after the end of the fiscal year to which they pertain. (7 CFR 225.6, 225.15)

*(cf. 3580 - District Records)*

Add

## Business and Noninstructional Operations

BP 3555(a)

### NUTRITION PROGRAM COMPLIANCE

Note: The following policy is mandated for any district that receives federal financial assistance for its participation in the National School Lunch Program, School Breakfast Program, Special Milk Program, or other child nutrition programs. Districts that do not receive any such financial assistance may delete this policy.

State and federal law prohibit discrimination in such programs. Title VI of the Civil Rights Act of 1964 (42 USC 2000d-2000d-7) prohibits discrimination on the basis of race, color, and national origin. Title IX (20 USC 1681-1688) prohibits discrimination on the basis of sex. The Americans with Disabilities Act (ADA) (42 USC 12101-12213) and Section 504 of the Vocational Rehabilitation Act of 1973 (29 USC 794) prohibit discrimination on the basis of disability. Education Code 220 prohibits discrimination on all those bases and, in addition, on the basis of sexual orientation in all programs and activities in public schools. The U.S. Department of Agriculture, Food and Nutrition Service (FNS) has authority to enforce federal laws in all nutrition programs and activities that receive federal funds. The California Department of Education (CDE) may also investigate complaints regarding discrimination through the Uniform Complaint Procedure, see BP/AR 1312.3 - Uniform Complaint Procedures.

The Governing Board recognizes the district's responsibility to comply with state and federal nondiscrimination laws as they apply to the district's nutrition programs. The district shall not deny any individual the benefits or service of any nutrition program or discriminate against him/her because of his/her race, color, national origin, gender, sex, sexual orientation, disability, or any other basis prohibited by law, in its implementation of such a program.

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*

*(cf. 3550 - Food Service/Child Nutrition Program)*

*(cf. 3552 - Summer Meal Program)*

*(cf. 3553 - Free and Reduced Price Meals)*

*(cf. 5030 - Student Wellness)*

#### Coordinator

Note: In March 2010, CDE's Nutrition Services Division published its Civil Rights and Complaint Procedures for Child Nutrition Programs to provide guidance and directions to enable districts comply with federal law. The publication was based on FNS's Civil Rights Compliance and Enforcement - Nutrition Programs and Activities, FNS Instruction 113-1, issued in 2005. Both documents provide for the appointment of a civil rights coordinator to be responsible for ensuring district compliance with all the requirements.

The Board designates the compliance officer specified in AR 1312.3 - Uniform Complaint Procedures as coordinator of the district's efforts to comply with the laws governing its nutrition programs and to investigate any related complaints. Any complaint concerning the district's nutrition programs shall be investigated using the process identified in the section entitled "Procedures" in the district's AR 1312.3 - Uniform Complaint Procedures.

*(cf. 1312.3 - Uniform Complaint Procedures)*

## **NUTRITION PROGRAM COMPLIANCE (continued)**

The coordinator shall provide training on the laws, regulations, procedures, and directives related to the district's nutrition programs to district employees involved in administering them. The coordinator also shall develop procedures and systems that do not restrict the participation of individuals in the district's nutrition programs, based on their race, ethnicity, or disability, and that prevent district employees from incorrectly denying the applications for participation submitted by such individuals.

The coordinator shall develop and maintain a system for collecting racial and ethnic data of participants in the district's nutrition programs and shall, at least annually, report to the Board on whether the district's nutrition programs are effectively reaching eligible individuals and whether and where additional outreach may be needed.

*(cf. 5022 - Students and Family Privacy Rights)*  
*(cf. 5125 - Student Records)*

When a significant number of participants or potential participants in the district's nutrition programs are only non-English speakers, the coordinator shall make an appropriate language translation available.

*(cf. 5020 - Parent Rights and Responsibilities)*  
*(cf. 6020 - Parent Involvement)*  
*(cf. 6174 - English Language Learners)*

The coordinator also shall ensure that the district's nutrition programs accommodate the special dietary needs of any individual with a disability who has on file a medical statement that restricts his/her diet because of his/her disability.

*(cf. 5141.27 - Food Allergies/Special Dietary Needs)*  
*(cf. 6159 - Individualized Education Program)*  
*(cf. 6164.6 - Identification and Education Under Section 504)*

### **Notifications**

The coordinator shall ensure that the U.S. Department of Agriculture's "And Justice for All" or other approved Nutrition Programs Civil Rights posters are displayed in areas visible to the district's nutrition program participants, such as food service areas and school offices.

Annually, the coordinator shall notify all students, parents/guardians, and employees of program requirements and the procedures for filing a complaint, through the district's usual means of notification.

*(cf. 4112.9/4212.9/4312.9 - Employee Notifications)*  
*(cf. 5145.6 - Parental Notifications)*

## **NUTRITION PROGRAM COMPLIANCE (continued)**

Note: As part of its instructions to all recipients of federal funds, FNS requires that every program publication contain information about that recipient's status as an equal opportunity provider and the address of the agency with responsibility to handle complaints made against the recipient. FNS provides specific language for the notification and prohibits its modification in any way.

In addition, the coordinator shall ensure that every informational release, publication, or poster concerning the district's nutrition programs and/or activities includes, in a prominent location, the following statement:

"In accordance with federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, religion, political beliefs, or disability. In addition, California law prohibits discrimination on any basis identified in Government Code 12940.

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TTY). USDA is an equal opportunity provider and employer."

However, if the document is no more than one page and there is no room to print the full nondiscrimination statement, the district may instead use the statement "This institution is an equal opportunity provider" in the same print size as the rest of the text.

When a complaint is unresolved at the district level, the coordinator shall notify the complainant of the option to contact and/or forward his/her complaint to one of the following agencies:

1. Child Nutrition Program Civil Rights and Program Complaint Coordinator, California Department of Education, Nutrition Services Division, 1430 N Street, Room 1500, Sacramento, CA 95814-2342 or call 916-445-0850 or 800-952-5609
2. Office of Civil Rights, USDA, Western Region, 90 Seventh Street, Suite 10-100, San Francisco, CA 94103 or call 415-705-1336 or fax 415-705-1364 or email [Joe.Torres@fns.usda.gov](mailto:Joe.Torres@fns.usda.gov)
3. USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call 800-795-3272 or 202-720-6382 (TTY)

*Legal Reference: (see next page)*

## NUTRITION PROGRAM COMPLIANCE (continued)

### Legal Reference:

#### EDUCATION CODE

200-262.4 Prohibition of discrimination

48985 Notices to parents in language other than English

49060-49079 Student records

49490-49590 Child nutrition programs

#### PENAL CODE

422.55 Definition of hate crime

422.6 Interference with constitutional right or privilege

#### CODE OF REGULATIONS, TITLE 5

3080 Application of section

4600-4687 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

#### UNITED STATES CODE, TITLE 20

1400-1482 Individuals with Disabilities in Education Act

1681-1688 Discrimination based on sex or blindness, Title IX

#### UNITED STATES CODE, TITLE 29

794 Section 504 of the Rehabilitation Act of 1973

#### UNITED STATES CODE, TITLE 42

2000d-2000d-7 Title VI, Civil Rights Act of 1964

2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended

2000h-2000h-6 Title IX

12101-12213 Americans with Disabilities Act

#### CODE OF FEDERAL REGULATIONS, TITLE 28

35.101-35.190 Americans with Disabilities Act

36.303 Auxiliary aids and services

#### CODE OF FEDERAL REGULATIONS, TITLE 34

100.1-100.13 Nondiscrimination in federal programs, effectuating Title VI

104.1-104.39 Section 504 of the Rehabilitation Act of 1973

106.1-106.61 Discrimination on the basis of sex, effectuating Title IX, especially:

106.9 Dissemination of policy

### Management Resources:

#### CALIFORNIA DEPARTMENT OF EDUCATION, NUTRITION SERVICES DIVISION PUBLICATIONS

Civil Rights and Complaint Procedures for Child Nutrition Programs, March 2010

#### U.S. DEPARTMENT OF AGRICULTURE, FOOD AND NUTRITION SERVICE PUBLICATIONS

Civil Rights Compliance and Enforcement - Nutrition Programs and Activities, FNS Instruction 113-1, November 2005

#### U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Protecting Students from Harassment and Hate Crime, January 1999

Notice of Non-Discrimination, January 1999

#### WEB SITES

California Department of Education, Nutrition Services Division: <http://www.cde.ca.gov/ls/nu>

U.S. Department of Agriculture, Food and Nutrition Services: <http://www.fns.usda.gov>

U.S. Department of Agriculture, Office for Civil Rights: <http://www.ascr.usda.gov>

U.S. Department of Education, Office for Civil Rights: <http://www2.ed.gov/ocr>

## **All Personnel**

AR 4112.62(a)

4212.62

## **MAINTENANCE OF CRIMINAL OFFENDER RECORDS**

4312.62

Note: Pursuant to law, school districts are prohibited from hiring, and/or retaining in employment, individuals who have been convicted of certain criminal offenses. For example, Education Code 44830.1 and 45122.1 prohibit the hiring of persons who have been convicted of violent or serious felonies. To ensure that no prohibited individual is hired, districts carry out criminal background checks on prospective employees through the state Department of Justice (DOJ). Education Code 44830.1 and 45125 require that information received from the DOJ be maintained in accordance with the confidentiality provisions outlined in the following optional administrative regulation. This regulation also contains recommendations from the DOJ's sample policy on Criminal Offender Record Information (CORI) for use by employers.

The Superintendent or designee shall ensure that criminal record background checks on employees or prospective employees are conducted through the Department of Justice (DOJ) and that any Criminal Offender Record Information (CORI) received is maintained in accordance with law.

*(cf. 1240 - Volunteer Assistance)*

*(cf. 3515.6 - Criminal Background Checks for Contractors)*

*(cf. 4112.5/4312.5 - Criminal Record Check)*

*(cf. 4112.6/4212.6/4312.6 - Personnel Records)*

*(cf. 4212.5 - Criminal Record Check)*

To ensure its confidentiality, CORI shall be accessible only to the custodian of records and shall be kept in a locked file separate from other files. CORI shall be used only for the purpose for which it is requested and its contents shall not be disclosed or reproduced. (Education Code 44830.1, 45125)

Once a hiring determination is made, the records shall be destroyed to the extent that the identity of the individual can no longer be reasonably ascertained. (Education Code 44830.1, 45125; 11 CCR 708)

Any unauthorized release or reproduction of any criminal offender record or other violation of this administrative regulation may result in suspension, dismissal, and/or criminal or civil legal action.

*(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)*

*(cf. 9011 - Disclosure of Confidential/Privileged Information)*

## **Custodian of Records**

Note: SB 447 (Ch. 50, Statutes of 2009) added Penal Code 11102.2 which requires the district to designate a custodian of records and to annually notify the DOJ of the identity of the custodian. In addition, Penal Code 11102.2 requires that, effective July 1, 2011, any person designated as a custodian of records must himself/herself receive criminal record background clearance to be eligible to serve in that capacity. The following optional section specifies the formalities for designating a custodian of records and some of the duties of anyone so designated.

## **MAINTENANCE OF CRIMINAL OFFENDER RECORDS (continued)**

The Superintendent shall designate an employee as custodian of records. Beginning July 1, 2011, any employee designated as custodian of records shall receive a criminal background check clearance from the DOJ prior to serving in that capacity. (Penal Code 11102.2)

Note: The DOJ requires every person with access to CORI, including the custodian of records, to complete an Employee Statement Form acknowledging an understanding of the law governing CORI. The custodian of records is required to return his/her own form to the DOJ and to retain any forms completed by other district staff. The Employee Statement Form is reproduced in E 4112.62/4212.62/4312.62.

The custodian of records shall sign and return to the DOJ the Employee Statement Form acknowledging an understanding of the laws prohibiting misuse of CORI. In addition, the custodian of records shall ensure that any individual with access to CORI has on file a signed Employee Statement Form.

The custodian of records shall be responsible for the security, storage, dissemination, and destruction of all CORI furnished to the district. He/she also shall serve as the primary contact for the DOJ for any related issues. (Penal Code 11102.2)

By March 1, 2012, and by March 1 of every year thereafter, the Superintendent or designee shall notify the DOJ of the district's designated custodian of records. In addition, the Superintendent or designee shall immediately notify the DOJ whenever a designated custodian of records ceases to serve in that capacity. (Penal Code 11102.2)

### **Interagency Agreements**

Note: Education Code 44830.2 and 45125.01 allow districts to enter into an agreement with other school districts within the same county, or in contiguous counties, to share the criminal record information of applicants or temporary/substitute employees in those school districts. One of the participating districts or the County Superintendent of Schools may be designated to act on behalf of the participating districts. The designated district or County Superintendent will send the fingerprints to DOJ for processing, receive and review the criminal history information from the DOJ, and maintain common lists of persons eligible for employment. Pursuant to Education Code 45125.01, as amended by AB 346 (Ch. 52, Statutes of 2010), any district that participates in such an interagency agreement may use this arrangement to conduct criminal background checks for a noncertificated candidate for a paid or volunteer position in a student activity program pursuant to Education Code 49024; see BP/AR 1240 - Volunteer Assistance and BP/AR 4127/4227/4327 - Temporary Athletic Team Coaches.

The following optional section is for use by districts designated to receive information on behalf of other districts.

The district shall submit an interagency agreement to the DOJ to establish authorization to submit and receive CORI on behalf of all participating districts. (Education Code 44830.2, 45125.01)



AR 4112.62(c)  
4212.62  
4312.62

## **MAINTENANCE OF CRIMINAL OFFENDER RECORDS (continued)**

Upon receipt from the DOJ of a report of conviction of a serious or violent felony, the district shall communicate that fact to participating districts and shall remove the affected employee from the common list of persons eligible for employment. (Education Code 44830.2, 45125.01)

In addition, upon receipt from the DOJ of a criminal history record or report of subsequent arrest for any person on a common list of persons eligible for employment, the district shall give notice to the superintendent of any participating district, or the person designated in writing by that superintendent, that the report is available for inspection on a confidential basis by the superintendent or the authorized designee. The report shall be made available at the district office for 30 days following the receipt of the notice. (Education Code 44830.2, 45125.01)

The district shall not release a copy of that information to any participating district or any other person. In addition, the district shall retain or dispose of the information in the manner specified in law and in this administrative regulation after all participating districts have had an opportunity to inspect it in accordance with law. (Education Code 44830.2, 45125.01)

The district shall maintain a record of all persons to whom the information has been shown. This record shall be available to the DOJ. (Education Code 44830.2, 45125.01)

*Legal Reference: (see next page)*

AR 4112.62(d)  
4212.62  
4312.62

## **MAINTENANCE OF CRIMINAL OFFENDER RECORDS (continued)**

### *Legal Reference:*

#### **EDUCATION CODE**

44332 Temporary certificate  
44332.6 Criminal record check, county board of education  
44346.1 Applicants for credential, conviction of a violent or serious felony  
44830.1 Certificated employees, conviction of a violent or serious felony  
44830.2 Interagency agreements  
45122.1 Classified employees, conviction of a violent or serious felony  
45125 Use of personal identification cards to ascertain conviction of crime  
45125.01 Interagency agreements  
45125.5 Automated records check  
45126 Duty of Department of Justice to furnish information  
49024 Activity Supervisor Clearance Certificates

#### **PENAL CODE**

667.5 Prior prison terms, enhancement of prison terms  
1192.7 Plea bargaining limitation  
11075-11081 Criminal record dissemination  
11102.2 Criminal records: custodian  
11105 State criminal history information; furnishing to authorized persons  
11105.3 Record of conviction involving sex crimes, drug crimes or crimes of violence; availability to employer for applicants for positions with supervisory or disciplinary power over minors  
11140-11144 Furnishing of state criminal history information  
13300-13305 Local summary criminal history information

#### **CODE OF REGULATIONS, TITLE 11**

701-708 Criminal offender record information

### *Management Resources:*

#### **WEB SITES**

Office of the Attorney General, Department of Justice, Background Checks:  
<http://www.ag.ca.gov/fingerprints>

# **Administrative Regulation**

## **Maintenance Of Criminal Offender Records**

AR 4112.62 4212.62, 4312.62

### **Personnel**

#### **Maintenance of Criminal Offender Records**

All information received from the Department of Justice is confidential. (Education Code 44830.1, 45125)

The Superintendent shall designate an employee as record custodian of all confidential fingerprint and criminal record history who shall be responsible for the administration of the information. Any questions regarding Criminal Offender Record Information shall be resolved by the record custodian.

- (cf. 1240 - Volunteer Assistance)
- (cf. 3515.6 - Criminal Background Checks for Contractors)
- (cf. 4112.5/4312.5 - Criminal Record Check)
- (cf. 4112.6/4212.6/4312.6 - Personnel Files)
- (cf. 4212.5 - Criminal Record Check)

Criminal Offender Record Information shall be accessible only to the record custodian and shall be kept in a locked file separate from other files. The contents of these records shall not be disclosed and shall not be reproduced. (Education Code 44830.1, 45125)

The record custodian shall be fingerprinted and processed through the California Department of Justice. He/she shall sign an Employee Statement Form, acknowledging an understanding of the laws regarding Criminal Offender Record Information.

These records shall be used only for the purpose for which they were requested.

Upon a hiring determination, the records shall be destroyed to the extent that the identity of the individual can no longer be reasonably ascertained. (Education Code 44830.1, 45125; 11 CCR 708)

Violation of this administrative regulation may result in suspension, dismissal and/or criminal or civil prosecution.

- (cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
- (cf. 9011 - Disclosure of Confidential/Privileged Information)

The record custodian shall ensure that the district complies with destruction, storage,

dissemination, auditing, backgrounding and training requirements as set forth in 11 CCR 701-708 and the rules regarding use and security of these records as set forth in Penal Code 11077. (Education Code 44830.1, 45125)

#### **Interagency Agreements**

Upon receipt from the Department of Justice of a criminal history record or report of subsequent arrest for any person on a common list of persons eligible for employment, the designated district shall give notice to the Superintendent or any participating district, or the person designated in writing by that Superintendent, that the report is available for inspection on a confidential basis by the Superintendent or the written designee. The report shall be made available at the office of the designated district for 30 days following the receipt of the notice. (Education Code 44830.2, 45125.01)

The designated district shall not release a copy of that information to any participating district or any other person. In addition, the designated district shall retain or dispose of the information in the manner specified in law and in this administrative regulation after all participating districts have had an opportunity to inspect it in accordance with law. (Education Code 44830.2, 45125.01)

The designated district shall maintain a record of all persons to whom the information has been shown. This record shall be available to the Department of Justice. (Education Code 44830.2, 45125.01)

The designated district shall submit an interagency agreement to the Department of Justice to establish authorization to submit and receive this information. (Education Code 44830.2, 45125.01)

#### **Legal Reference:**

##### **EDUCATION CODE**

44332 Temporary certificate

44332.6 Criminal record check, county board of education

44346.1 Applicants for credential, conviction of a violent or serious felony

44830.1 Certificated employees, conviction of a violent or serious felony

44830.2 Interagency agreements

45122.1 Classified employees, conviction of a violent or serious felony

45125 Use of personal identification cards to ascertain conviction of crime

45125.01 Interagency agreements

45125.5 Automated records check

45126 Duty of Department of Justice to furnish information

##### **PENAL CODE**

667.5 Prior prison terms, enhancement of prison terms

1192.7 Plea bargaining limitation

11075-11081 Criminal record dissemination

11105 State criminal history information; furnishing to authorized persons

**11105.3 Record of conviction involving sex crimes, drug crimes or crimes of violence;  
availability to employer for applicants for positions with supervisory or disciplinary  
power over minors**

**11140-11144 Furnishing of state criminal history information**

**13300-13305 Local summary criminal history information**

**CODE OF REGULATIONS, TITLE 11**

**701-708 Criminal offender record information**

**Regulation      CENTER UNIFIED SCHOOL DISTRICT**

**approved: May 5, 1999      Antelope, California**

**All Personnel**

E 4112.62(a)

4212.62

**MAINTENANCE OF CRIMINAL OFFENDER RECORDS**

4312.62

Note: The following is based on the sample Employee Statement Form provided by the California Department of Justice. Such a form must be signed by an employee designated as custodian of records of criminal history information and any other individual granted access to this information by the custodian of records; see the accompanying administrative regulation.

**SAMPLE EMPLOYEE STATEMENT FORM  
USE OF CRIMINAL JUSTICE INFORMATION**

As an employee/volunteer of Center Joint Unified School District, you may have access to confidential criminal record information which is controlled by state and federal statutes. Misuse of such information may adversely affect the individual's civil rights and violate constitutional rights of privacy. Penal Code 502 prescribes the penalties relating to computer crimes. Penal Code 11105 and 13300 identify who has access to criminal history information and under what circumstances it may be disseminated. Penal Code 11140-11144 and 13301-13305 prescribe penalties for misuse of criminal history information. Government Code 6200 prescribes felony penalties for misuse of public records. Penal Code 11142 and 13300 state:

**"Any person authorized by law to receive a record or information obtained from a record who knowingly furnishes the record or information to a person not authorized by law to receive the record or information is guilty of a misdemeanor."**

Civil Code 1798.53, Invasion of Privacy, states:

**"Any person who intentionally discloses information, not otherwise public, which they know or should reasonably know was obtained from personal or confidential information maintained by a state agency or from records within a system of records maintained by a federal government agency, shall be subject to a civil action, for invasion of privacy, by the individual. "**

**CIVIL, CRIMINAL, AND ADMINISTRATIVE PENALTIES:**

\*Penal Code 11141: DOJ furnishing to unauthorized person (misdemeanor)

\*Penal Code 11142: Authorized person furnishing to other (misdemeanor)

\*Penal Code 11143: Unauthorized person in possession (misdemeanor)

\*California Constitution, Article I, Section 1 (Right to Privacy)

\* Civil Code 1798.53, Invasion of Privacy

\*Title 18 USC 641, 1030, 1951, and 1952

E 4112.62(b)  
4212.62  
4313.62

**MAINTENANCE OF CRIMINAL OFFENDER RECORDS (continued)**

Any employee who is responsible for such misuse may be subject to immediate dismissal. Violations of this law may result in criminal and/or civil action.

**I HAVE READ THE ABOVE AND UNDERSTAND THE POLICY  
REGARDING MISUSE OF CRIMINAL RECORD INFORMATION.**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Title \_\_\_\_\_

Name of District \_\_\_\_\_

PLEASE NOTE: Do not return this form to the DOJ. Your Custodian of Records should maintain these forms.

# **Exhibit**

## **Maintenance Of Criminal Offender Records**

E 4112.62 4212.62,4312.62

### **Personnel**

#### **Sample Employee Statement Form**

#### **USE OF CRIMINAL JUSTICE INFORMATION**

As an employee of Center Unified School District, you may have access to confidential criminal record information which is controlled by statute. Misuse of such information may adversely affect the individual's civil rights and violates the law. Penal Code 502 prescribes the penalties related to computer crimes. Penal Code 11105 and 13300 identify who has access to criminal history information and under what circumstances it may be released. Penal Code 11140-11144 and 13301-13305 prescribe penalties for misuse of criminal history information. Government Code 6200 prescribes the felony penalties for misuse of public record and CLETS (California Law Enforcement Telecommunication System) information. Penal Code 11142 and 13303 state:

Any person authorized by law to receive a record or information obtained from a record who knowingly furnishes the record or information to a person not authorized by law to receive the record or information is guilty of a misdemeanor.

Any employee who is responsible for such misuse may be subject to immediate dismissal. Violations of this law may also result in criminal and/or civil action.

**I HAVE READ THE ABOVE AND UNDERSTAND THE POLICY REGARDING MISUSE OF CRIMINAL RECORD INFORMATION.**

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

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

**CENTER UNIFIED SCHOOL DISTRICT**  
**Antelope, California**



## **All Personnel**

BP 4127(a)

4227

## **TEMPORARY ATHLETIC TEAM COACHES**

4327

The Governing Board desires to employ highly qualified coaches for the district's sports and interscholastic athletic programs in order to enhance the knowledge, skills, motivation, and safety of student athletes.

*(cf. 6142.7 - Physical Education and Activity)*

*(cf. 6145.2 - Athletic Competition)*

The Superintendent or designee may employ a certificated or noncertificated employee, other than a substitute employee, to supervise or instruct interscholastic athletic activities as a temporary employee in a limited assignment capacity. (5 CCR 5590)

*(cf. 4121 - Temporary/Substitute Personnel)*

Note: When hiring a temporary athletic team coach, Education Code 44919 requires districts to first make the position available to a credentialed teacher presently employed by the district. In CTA v. Rialto Unified School District, the California Supreme Court held that the law is intended to grant a current certificated employee a limited advantage in the hiring process over a noncertificated employee or a nonemployee, provided that the applicant applies for the position and meets qualification criteria established by the district.

When hiring a person to fill a position as a temporary athletic team coach, the position shall first be made available to qualified certificated teachers currently employed by the district. (Education Code 44919)

Note: 5 CCR 5596 specifies a code of ethical conduct for athletic coaches; see the accompanying administrative regulation. In addition, the California Interscholastic Federation has adopted a set of principles to guide the conduct of coaches and other participants in interscholastic athletic competitions; see BP 6145.2 - Athletic Competition.

All coaches shall be subject to Board policies, administrative regulations, and California Interscholastic Federation bylaws and codes of ethical conduct.

*(cf. 4118 - Suspension/Disciplinary Action)*

*(cf. 4218 - Dismissal/Suspension/Disciplinary Action)*

*(cf. 5131.1 - Bus Conduct)*

*(cf. 5131.63 - Steroids)*

Noncertificated coaches have no authority to give grades to students. (5 CCR 5591)

*(cf. 5121 - Grades/Evaluation of Student Achievement)*

## **Qualifications**

Note: 5 CCR 5593 establishes the minimum qualifications for employees serving as temporary athletic team coaches; see the accompanying administrative regulation.

## **TEMPORARY ATHLETIC TEAM COACHES (continued)**

The Superintendent or designee shall establish qualification criteria for all athletic coaches in accordance with law and district standards. These criteria shall ensure that coaches possess an appropriate level of competence, knowledge, and skill.

Note: Effective July 9, 2010, AB 346 (Ch. 52, Statutes of 2010) amended Education Code 49024 to require any noncertificated employee or any volunteer who works with students in a district-sponsored student activity program such as an interscholastic athletic program to obtain an Activity Supervisor Clearance Certificate (ASCC) from the Commission on Teacher Credentialing, unless the district requires the candidate to clear a Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) criminal background check prior to beginning the paid or volunteer duties; see BP/AR 1240 - Volunteer Assistance. This legislation was introduced in response to legislation passed in 2009 (AB 1025, Ch. 379, Statutes of 2009) which had required noncertificated personnel or volunteers who "supervise, direct, or coach the activity" to obtain an ASCC.

Thus, the Governing Board may choose whether to require a temporary athletic team coach to obtain the ASCC (Option 1 below) and/or to obtain a DOJ/FBI criminal background check (Option 2 below). The Board may select either one of the options below, combine them to allow an individual to obtain either the ASCC or DOJ/FBI check at the individual's discretion, or to apply different requirements to different positions in the district (e.g., head coaches vs. assistant coaches; employees vs. volunteers).

In addition, AB 346 amended Education Code 45125.01 to allow multiple districts within a county or within contiguous counties to share criminal record information of noncertificated employees and volunteers working in a student activity program; see AR 4112.62/4212.62/4312.62 - Maintenance of Criminal Offender Records.

**OPTION 1:** Any noncertificated employee or volunteer who works with students in a district-sponsored interscholastic athletic program shall, prior to beginning his/her duties, possess an Activity Supervisor Clearance Certificate issued by the Commission on Teacher Credentialing. (Education Code 49024)

An individual who obtained both a Department of Justice and Federal Bureau of Investigation criminal background clearance through the district prior to July 9, 2010 shall have satisfied this requirement. (Education Code 49024)

~~**OPTION 2:** Any noncertificated employee or volunteer who works with students in a district-sponsored interscholastic athletic program shall, prior to beginning his/her duties, obtain a Department of Justice and Federal Bureau of Investigation criminal background check through the district. (Education Code 49024)~~

~~An individual who possesses a current Activity Supervisor Clearance Certificate from the Commission on Teacher Credentialing, issued prior to July 9, 2010, shall have satisfied district requirements for the criminal background check. (Education Code 49024)~~

## TEMPORARY ATHLETIC TEAM COACHES (continued)

(cf. 1240 - Volunteer Assistance)  
(cf. 4112.5/4312.5 - Criminal Record Check)  
(cf. 4112.62/4212.62/4312.62 - Maintenance of Criminal Offender Records)  
(cf. 4212.5 - Criminal Record Check)

### Legal Reference:

#### EDUCATION CODE

35179-35179.7 Interscholastic athletics  
44010 Sex offense  
44011 Controlled substance offense  
44332-44332.5 Temporary certificates  
44424 Conviction of a crime  
44808 Liability when students are not on school property  
44919 Classification of temporary employees  
45125.01 Interagency agreements for criminal record information  
45347 Instructional aides subject to requirements for classified staff  
45349 Use of volunteers to supervise or instruct students  
49024 Activity Supervisor Clearance Certificate  
49030-49034 Performance-enhancing substances  
49406 Examination for tuberculosis

#### CODE OF REGULATIONS, TITLE 5

5531 Supervision of extracurricular activities  
5590-5596 Duties of temporary athletic team coaches

#### COURT DECISIONS

CTA v. Rialto Unified School District, (1997) 14 Cal. 4th 627  
San Jose Teachers Association, CTA, NEA v. Barozzi, (1991) 230 Cal.App.3d 1376

### Management Resources:

#### CSBA PUBLICATIONS

Steroids and Students: What Boards Need to Know, Policy Brief, July 2005  
A School Board Member's Guide to CIF and Interscholastic Sports, 1997

#### CALIFORNIA INTERSCHOLASTIC FEDERATION PUBLICATIONS

Pursuing Victory with Honor, 1999

California Interscholastic Federation Constitution and Bylaws

#### COMMISSION ON TEACHER CREDENTIALING CODED CORRESPONDENCE

10-11 Information on Assembly Bill 346 Concerning the Activity Supervisor Clearance Certificate (ASCC), July 20, 2010

#### WEB SITES

CSBA: <http://www.csba.org>  
California Athletic Trainers' Association: <http://www.ca-at.org>  
California Department of Education: <http://www.cde.ca.gov>  
California Interscholastic Federation: <http://www.cifstate.org>  
Commission on Teacher Credentialing: <http://www.ctc.ca.gov>  
National Athletic Trainers' Association: <http://www.nata.org>

# **Board Policy**

## **Temporary Athletic Team Coaches**

**BP 4127 4227,4327**

### **Personnel**

The Governing Board recognizes the importance of qualified temporary athletic team coaches to the district's sports program and to the success of students in sports and interscholastic athletic activities.

The Superintendent or designee shall establish qualification criteria for all athletic coaches in accordance with law and with district standards and priorities. These criteria shall ensure that all coaches possess an appropriate level of competence, knowledge, and skill.

Any certificated teacher employed by the district who applies for a position as a temporary athletic team coach and who satisfies the qualification criteria established for the position shall first be offered the position. (Education Code 44919)

By December 31, 2008, all district coaches, including volunteer coaches, shall have completed a coaching education program that meets the standards developed by the California Interscholastic Federation (CIF). Coaches shall bear the expense of the program. (Education Code 49032)

(cf. 5131.63 - Steroids)

All coaches shall be subject to Board policy and administrative regulation, as well as CIF bylaws and codes of ethical conduct.

(cf. 5131.1 - Bus Conduct)

(cf. 6145.2 - Athletic Competition)

### **Volunteer Coaches**

Volunteer athletic team coaches shall meet all the qualification criteria required of temporary athletic team coaches employed by the district.

(cf. 1240 - Volunteer Assistance)

### **Legal Reference:**

#### **EDUCATION CODE**

**35179-35179.7 Interscholastic athletics**

**44010 Sex offense**

44011 Controlled substance offense  
44424 Conviction of a crime  
44808 Liability when students are not on school property  
44919 Classification of temporary employees  
49030-39033 Performance-enhancing substances  
CODE OF REGULATIONS, TITLE 5  
5531 Supervision of extracurricular activities of pupils  
5590-5596 Duties of temporary athletic team coaches  
COURT DECISIONS  
CTA v. Rialto Unified School District, (1997 )14 Cal. 4th 627  
San Jose Teachers Association, CTA, NEA v. Barozzi, (1991) 230 Cal. App. 3d 1376

**Management Resources:**

**CSBA POLICY BRIEFS**

Steroids and Students: What Boards Need to Know, July 2005

**WEB SITES**

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

California Interscholastic Federation: <http://www.cifstate.org>

**Policy CENTER UNIFIED SCHOOL DISTRICT**  
adopted: June 7, 2006            Antelope, California

**TEMPORARY ATHLETIC TEAM COACHES**

**Qualifications**

Note: 5 CCR 5593 establishes minimum qualifications for certificated and noncertificated employees assigned as temporary athletic team coaches. The district should modify the following section to reflect any additional criteria. Districts should consider developing specific criteria for each coaching position.

The Superintendent or designee shall establish minimum qualification criteria for temporary athletic team coaches. These criteria shall include, but not necessarily be limited to, competencies in the following areas: (5 CCR 5593)

1. Care and prevention of athletic injuries, basic sports injury first aid, and emergency procedures, as evidenced by one or more of the following:
  - a. Completion of a college-level course in the care and prevention of athletic injuries and possession of a valid cardiopulmonary resuscitation (CPR) card
  - b. A valid sports injury certificate or first aid card, and a valid CPR card
  - c. A valid Emergency Medical Technician (EMT) I or II card
  - d. A valid trainer's certification issued by the National or California Athletic Trainers' Association (NATA/CATA)
  - e. Possession of both valid CPR and first aid cards and practical experience under the supervision of an athletic coach or trainer or experience assisting in team athletic training and conditioning
2. Coaching theory and techniques in the sport or game being coached, as evidenced by one or more of the following:
  - a. Completion of a college course in coaching theory and techniques
  - b. Completion of inservice programs arranged by a school district or county office of education
  - c. Prior service as a student coach or assistant athletic coach in the sport or game being coached
  - d. Prior coaching in community youth athletic programs in the sport being coached
  - e. Prior participation in organized competitive athletics at high school level or above in the sport being coached

**TEMPORARY ATHLETIC TEAM COACHES** (continued)

3. Knowledge of the rules and regulations pertaining to the sport or game being coached, the league rules, and, at the high school level, regulations of the California Interscholastic Federation (CIF)
4. Knowledge of child or adolescent psychology, as appropriate, as it relates to sport participation, as evidenced by one or more of the following:
  - a. Completion of a college-level course in child psychology for elementary school positions and adolescent or sports psychology for secondary school positions
  - b. Completion of a seminar or workshop on human growth and development of youth
  - c. Prior active involvement with youth in school or community sports program

The Superintendent or designee may waive competency requirements for persons enrolled in appropriate training courses leading to acquisition of the competency, provided such persons serve under the direct supervision of a fully qualified coach until the competencies are met. (5 CCR 5593)

Following the selection of a temporary athletic team coach, the Superintendent or designee shall certify to the Governing Board, at the next regular Board meeting or within 30 days, whichever is sooner, that the coach meets the qualifications and competencies required by 5 CCR 5593. By April 1 of each year, the Board shall certify to the State Board of Education that the provisions of 5 CCR 5593 have been met. (5 CCR 5594)

Note: The qualifications required by 5 CCR 5593 for employees serving as temporary athletic team coaches do not apply to volunteer coaches. The following <b>optional</b> paragraph is for use by districts that require volunteers who supervise or direct an athletic program to meet those same qualifications.
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Volunteers who supervise or direct an athletic program shall meet the qualification criteria specified in 5 CCR 5593 required for temporary athletic team coaches employed by the district. Any volunteer who does not meet such criteria shall serve only under the supervision of a fully qualified coach and shall not be given charge of an athletic program.

*(cf. 1240 - Volunteer Assistance)*

**TEMPORARY ATHLETIC TEAM COACHES (continued)****Additional Qualifications of Noncertificated Personnel and Volunteers**

In addition to the qualifications listed above, any noncertificated employee or volunteer assigned as a temporary athletic team coach shall: (5 CCR 5592)

1. Be free from tuberculosis and any other contagious disease that would prohibit certificated teachers from teaching, as verified by a written statement, renewable every four years, from a licensed physician or other person approved by the district

*(cf. 4112.4/4212.4/4312.4 - Health Examinations)*

2. Not have been convicted of any offense referred to in Education Code 44010, 44011, or 44424, or any offense involving moral turpitude or evidencing unfitness to associate with children

Note: Effective July 9, 2010, AB 346 (Ch. 52, Statutes of 2010) amended Education Code 49024 to require any noncertificated employee or any volunteer who works with students in a district-sponsored interscholastic athletic program to obtain an Activity Supervisor Clearance Certificate from the Commission on Teacher Credentialing, unless the district requires the candidate to clear a Department of Justice and Federal Bureau of Investigation criminal background check prior to beginning his/her duties. See the accompanying Board policy for options that may be selected or adapted by the district.

In addition, AB 346 amended Education Code 45125.01 to allow multiple districts within a county or within contiguous counties to share criminal record information of noncertificated employees and volunteers working in a student activity program; see AR 4112.62/4212.62/4312.62 - Maintenance of Criminal Offender Records.

Any noncertificated employee or volunteer assigned as a temporary athletic team coach shall obtain an Activity Supervisor Clearance Certificate or a criminal background check in accordance with Board policy. (Education Code 49024)

*(cf. 1240 - Volunteer Assistance)*

*(cf. 4112.5/4312.5 - Criminal Record Check)*

*(cf. 4112.62/4212.62/4312.62 - Maintenance of Criminal Offender Records)*

*(cf. 4212.5 - Criminal Record Check)*

**High School Coaching Education Program**

Note: The following section is for use by districts that maintain high schools. Education Code 49032 requires that all high school coaches complete a coaching education program developed by the district or the California Interscholastic Federation (CIF) that meets the guidelines listed in Education Code 35179.1. Districts that wish to set their own standards for the coaching education program instead of using the standards developed by the CIF should modify the following paragraph accordingly.



## **TEMPORARY ATHLETIC TEAM COACHES (continued)**

Each high school athletic team coach or volunteer coach shall complete, at his/her expense, a coaching education program that meets the standards developed by the CIF. A high school coach who has completed the education program in another California school district shall be deemed to have met the requirement for this district. (Education Code 49032)

An individual who has not completed the education program may be assigned as a coach for no longer than one season of interscholastic competition. (Education Code 49032)

### **Code of Ethical Conduct**

Employees providing supervisory or instructional services in interscholastic athletic programs and activities shall: (5 CCR 5596)

1. Show respect for players, officials, and other coaches
2. Respect the integrity and judgment of game officials
3. Establish and model fair play, sportsmanship, and proper conduct
4. Establish player safety and welfare as the highest priority
5. Provide proper supervision of students at all times
6. Use discretion when providing constructive criticism and when reprimanding players
7. Maintain consistency in requiring all players to adhere to the established rules and standards of the game
8. Properly instruct players in the safe use of equipment
9. Avoid exerting undue influence on a student's decision to enroll in an athletic program at any public or private postsecondary educational institution
10. Avoid exerting undue influence on students to take lighter academic course(s) in order to be eligible to participate in athletics
11. Avoid suggesting, providing, or encouraging any athlete to use nonprescription drugs, anabolic steroids, or any substance to increase physical development or performance that is not approved by the U.S. Food and Drug Administration, U.S. Surgeon General, or the American Medical Association

*(cf. 5131.63 - Steroids)*

**TEMPORARY ATHLETIC TEAM COACHES (continued)**

12. Avoid recruitment of athletes from other schools
13. Follow the rules of behavior and the procedures for crowd control as established by the district and the league in which the district participates

# **Administrative Regulation**

## **Temporary Athletic Team Coaches**

**AR 4127 4227,4327**

### **Personnel**

At the first regular Governing Board meeting or within 30 days after selection of a temporary athletic team coach, whichever is sooner, the Superintendent or designee shall certify to the Board that all temporary athletic team coaches meet the qualifications and competencies required by law. (Code of Regulations, Title 5, Section 5594)

Upon the recommendation of the Superintendent or designee, the Board shall certify to the State Board of Education, by April 1 of each year, that the district conforms with state requirements governing the employment of temporary athletic team coaches. (Title 5, Section 5594)

### **Competencies**

The Superintendent or designee shall determine whether a temporary athletic team coach is knowledgeable and competent in the areas of: (Code of Regulations, Title 5, Section 5593)

1. Care and prevention of athletic injuries, basic sports injury first aid, and emergency procedures

The Superintendent or designee shall establish qualifications in this competency area as evidenced by one or more of the following:

- a. Completion of a college-level course in the care and prevention of athletic injuries and possession of a valid cardiopulmonary resuscitation (CPR) card
- b. A valid sports injury certificate or first aid card, and a valid cardiopulmonary resuscitation (CPR) card
- c. A valid Emergency Medical Technician (EMT) I or II card
- d. A valid trainer's certification issued by the National or California Athletic Trainers' Association (NATA/CATA)
- e. Practical experience under the supervision of an athletic coach or trainer or experience assisting in team athletic training and conditioning and both valid CPR and first aid cards

2. Coaching techniques

The Superintendent or designee shall establish qualifications in coaching theory and techniques in the sport or game being coached as evidenced by one or more of the following:

- a. Completion of a college course in coaching theory and techniques
- b. Completion of inservice programs arranged by a school district or county office of education
- c. Prior service as a student coach or assistant athletic coach in the sport or game being coached
- d. Prior coaching in community youth athletic programs in the sport being coached
- e. Prior participation in organized competitive athletics at high school level or above in the sport being coached

**3. Rules and regulations in the athletic activity being coached**

The Superintendent or designee shall establish knowledge of the rules and regulations pertaining to the sport or game being coached, the league rules and, at the high school level, regulations of the California Interscholastic Federation.

**4. Child or adolescent psychology, whichever is appropriate to the grade level of the involved activity**

The Superintendent or designee shall establish competency in knowledge of child or adolescent psychology as it relates to sport participation as evidenced by one or more of the following:

- a. Completion of a college-level course in child psychology for elementary school positions and adolescent or sports psychology for secondary school positions
- b. Completion of a seminar or workshop on human growth and development of youth
- c. Prior active involvement with youth in school or community sports program

The Superintendent or designee may waive competency requirements for persons enrolled in appropriate training courses leading to acquisition of the competency, provided such persons serve under the direct supervision of a fully qualified coach until the competencies are met. (Code of Regulations, Title 5, Section 5593)

**Additional Competencies for Noncertificated Personnel**

In addition to the competencies listed above, the Superintendent or designee shall determine that a noncertificated person employed as a temporary athletic team coach:

**(Code of Regulations, Title 5, Section 5592)**

**1. Has not been convicted of any offense referred to in Education Code 44010, 44011 or 44424, or any offense involving moral turpitude or evidencing unfitness to associate with children.**

**(cf. 4212.5 - Criminal Record Check)**

**2. Is free from tuberculosis and any other contagious disease that would prohibit certificated teachers from teaching, as verified by a written statement, renewable every four years, from a licensed physician or other person approved by the district.**

**(cf. 4112.4/4212.4/4312.4 - Health Examinations)**

**Noncertificated coaches have no authority to give grades to students. (Title 5, Section 5591)**

#### **Code of Ethical Conduct**

**Employees providing supervisory or instructional services in interscholastic athletic programs and activities shall: (Code of Regulations, Title 5, Section 5596)**

- 1. Show respect for players, officials and other coaches**
- 2. Respect the integrity and judgment of game officials**
- 3. Establish and model fair play, sportsmanship and proper conduct**
- 4. Establish player safety and welfare as the highest priority**
- 5. Provide proper supervision of students at all times**
- 6. Use discretion when providing constructive criticism and when reprimanding players**
- 7. Maintain consistency in requiring all players to adhere to the established rules and standards of the game**
- 8. Properly instruct players in the safe use of equipment**
- 9. Avoid exerting undue influence on a student's decision to enroll in an athletic program at any public or private postsecondary educational institution**
- 10. Avoid exerting undue influence on students to take lighter academic course(s) in order to be eligible to participate in athletics**
- 11. Avoid suggesting, providing or encouraging any athlete to use nonprescriptive drugs,**

**anabolic steroids or any substance to increase physical development or performance that is not approved by the U.S. Food and Drug Administration, U.S. Surgeon General or the American Medical Association**

**12. Avoid recruitment of athletes from other schools**

**13. Follow the rules of behavior and the procedures for crowd control as established by the Board and the league in which the district participates**

**Regulation     CENTER UNIFIED SCHOOL DISTRICT**  
**approved: September 24, 1997     Antelope, California**

**ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS**

Note: The following **optional** policy and administrative regulation apply to the administration of medication to students pursuant to Education Code 49414.5, 49423, 49423.1, and 5 CCR 600. They reflect the permissive guidelines established in 5 CCR 600-611 for use by school personnel in assisting students who may need to take prescribed medication during the school day. This policy and regulation do not address situations in which a district might be engaged in a collaborative arrangement with another entity for the provision of school health services to students; see BP/AR 5141.6 - School Health Services. For students identified as qualified for services under the Individuals with Disabilities Education Act (20 USC 1400-1482) or Section 504 of the federal Rehabilitation Act of 1973 (29 USC 794), necessary medication must be administered in accordance with the student's individualized education program (IEP) or Section 504 accommodation plan. See also BP/AR 5141.24 - Specialized Health Care Services, BP/AR 6159 - Individualized Education Program, and BP/AR 6164.6 - Identification and Education Under Section 504.

In August 2007, the California Department of Education (CDE) issued a nonbinding legal advisory as required by the settlement agreement of a lawsuit concerning rights of students with diabetes to receive insulin. According to the CDE's legal advisory, when a district does not have available licensed individuals such as school nurses and contracted registered nurses, the district may authorize trained, unlicensed school employees to administer medications, including insulin injections, to students. However, this section of the advisory was challenged in court as it affects the administration of insulin injections to students with diabetes. In American Nurses Association v. O'Connell, the California Court of Appeal invalidated that section of the CDE's legal advisory, holding that trained, unlicensed school personnel are not authorized by current law to administer insulin injections to students with diabetes, even when the student requires the injection pursuant to a Section 504 accommodation plan or IEP.

The Governing Board recognizes that some students may need to take medication prescribed by a physician during the school day in order to be able to attend school and/or participate in the educational program. The Superintendent or designee shall develop processes for the administration of medication to these students. For any student with a disability, as defined under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973, necessary medication shall be administered in accordance with the student's individualized education program or Section 504 accommodation plan.

*(cf. 6159 - Individualized Education Program)*

*(cf. 6164.6 - Identification and Education Under Section 504)*

Note: 5 CCR 604 authorizes a parent/guardian to designate an individual to administer the medication, as specified below. See the accompanying administrative regulation. The CDE's legal advisory clarifies that a district may not require a parent/guardian or other relative to come onto school grounds to administer insulin and must provide the services needed by the child during the course of the regular school day. The CDE also states that a district may not require a parent/guardian to waive any rights or agree to any particular placement or related service as a condition of administering medication or assisting a student in the administration of medication.

If a parent/guardian chooses, he/she may administer the medication to his/her child at school or designate another individual who is not a school employee to do so on his/her behalf.

*(cf. 1250 - Visitors/Outsiders)*

*(cf. 6116 - Classroom Interruptions)*

## **ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS** (continued)

Note: Education Code 49414.5, 49423, and 49423.1 authorize students to carry and self-administer medication needed for diabetes, auto-injectable epinephrine for use by students suffering an anaphylactic reaction, and asthma medication. In order for students to self-administer any such medication, the district must receive appropriate written statements, as specified in the accompanying administrative regulation. Districts may choose to allow students to carry and self-administer other types of medication beyond those authorized by the Education Code.

In addition, upon written request by the parent/guardian and with the approval of the student's physician, a student with a medical condition that requires frequent treatment, monitoring, or testing may be allowed to self-administer, self-monitor, and/or self-test. The student shall observe universal precautions in the handling of blood and other bodily fluids.

*(cf. 5141 - Health Care and Emergencies)*

*(cf. 5141.22 - Infectious Diseases)*

*(cf. 5141.23 - Asthma Management)*

### **Administration of Medication by School Personnel**

Note: Education Code 49414.5 authorizes a district without a credentialed school nurse or other licensed nurse at a school to provide voluntary emergency medical training to unlicensed school personnel so that they may provide assistance to students with diabetes suffering from severe hypoglycemia. In May 2006, the American Diabetes Association issued standards for the training and supervision of school personnel in providing emergency assistance and administering glucagon to a student with diabetes suffering from hypoglycemia. These standards can be found on the American Diabetes Association's web site.

Education Code 49414 authorizes districts to voluntarily determine whether to make emergency epinephrine auto-injectors and trained, unlicensed personnel available at schools to persons suffering from severe allergic reactions. Districts that choose to train personnel in the use of those injectors should refer to the CDE's model standards of training which are available on the CDE's web site.

Adequate training and supervision are critical in order to help ensure that students are safe and liability risks are minimized. **Because the law is unclear regarding training standards and district liability, it is strongly recommended that districts consult with legal counsel, appropriate medical personnel, and the district's risk manager in order to ensure that appropriate protections are in place.** The following section should be modified to reflect district practice.

Prescribed medication may be administered by the school nurse or other designated school personnel only when the Superintendent or designee has received written statements from both the student's physician and parent/guardian. (Education Code 49423; 5 CCR 600)

School nurses and other designated school personnel shall administer medications in accordance with law, Board policy, and administrative regulation and shall be afforded appropriate liability protection.

*(cf. 3530 - Risk Management/Insurance)*



## **ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS** (continued)

**Note:** In view of the court ruling in American Nurses Association v. O'Connell, only school nurses and other licensed individuals may administer insulin injection in school to students with diabetes. This ruling invalidated the part of the CDE's legal advisory that authorized districts to utilize trained, unlicensed school personnel to administer insulin in the absence of a school nurse or other licensed individual with a medical license with whom the district contracts to provide the medical service. However, Business and Professions Code 2727 authorizes unlicensed personnel to administer medication to students in emergency situations, such as during an epidemic or public disaster. The extent of this decision and the legal authority for unlicensed personnel to administer other medication beyond insulin is unclear. **Since this area of law is subject to ongoing litigation, it is strongly recommended that districts consult with legal counsel prior to adopting a policy authorizing unlicensed personnel to administer medication.**

Only a school nurse or other school employee with an appropriate medical license may administer an insulin injection to a student. In the event such licensed school personnel are unavailable, the district may contract with a licensed nurse from a public or private agency to administer insulin to the student. However, in an emergency situation such as a public disaster or epidemic, a trained, unlicensed district employee may administer an insulin injection to a student.

*(cf. 5141.24 - Specialized Health Care Services)*

To the extent that the administration of a medication, such as epinephrine auto-injector or glucagon, is authorized by law, the Superintendent or designee shall ensure that unlicensed personnel designated to administer it to students receive appropriate training from qualified medical personnel before any medication is administered. At a minimum, the training shall cover how and when such medication should be administered, recognition of symptoms and treatment, emergency follow-up procedures, and proper documentation and storage of medication. Such trained, unlicensed designated school personnel shall be supervised by and provided with emergency communication access to a school nurse, physician, or other appropriate individual.

The Superintendent or designee shall maintain documentation of the training, ongoing supervision, as well as annual written verification of competency of such other designated school personnel.

*Legal Reference: (see next page)*

## **ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS (continued)**

### *Legal Reference:*

#### EDUCATION CODE

48980 Notification at beginning of term  
49407 Liability for treatment  
49408 Emergency information  
49414 Emergency epinephrine auto-injectors  
49414.5 Providing school personnel with voluntary emergency training  
49423 Administration of prescribed medication for student  
49423.1 Inhaled asthma medication  
49423.5 Specialized health care services  
49426 School nurses  
49480 Continuing medication regimen; notice

#### BUSINESS AND PROFESSIONS CODE

2700-2837 Nursing, especially:  
2726 Authority not conferred  
2727 Exceptions in general

#### CODE OF REGULATIONS, TITLE 5

600-611 Administering medication to students

#### UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act of 1974  
1400-1482 Individuals with Disabilities Education Act

#### UNITED STATES CODE, TITLE 29

794 Rehabilitation Act of 1973, Section 504

#### COURT DECISIONS

*American Nurses Association v. O'Connell*, (2010) 185 Cal.App.4th 393

### *Management Resources:*

#### AMERICAN DIABETES ASSOCIATION PUBLICATIONS

*Glucagon Training Standards for School Personnel: Providing Emergency Medical Assistance to Pupils with Diabetes*, May 2006

#### CALIFORNIA DEPARTMENT OF EDUCATION LEGAL ADVISORIES

*Legal Advisory on Rights of Students with Diabetes in California's K-12 Public Schools*, August 2007

#### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

*Training Standards for the Administration of Epinephrine Auto-Injectors*, December 2004

#### NATIONAL DIABETES EDUCATION PROGRAM PUBLICATIONS

*Helping the Student with Diabetes Succeed: A Guide for School Personnel*, June 2003

#### WEB SITES

CSBA: <http://www.csba.org>

American Diabetes Association: <http://www.diabetes.org>

California Department of Education, Health Services and School Nursing:  
<http://www.cde.ca.gov/ls/he/hn>

National Diabetes Education Program: <http://www.ndep.nih.gov>

U.S. Department of Health and Human Services, National Institutes of Health, Blood Institute, asthma information: <http://www.nhlbi.nih.gov/health/public/lung/index.htm#asthma>

# **Board Policy**

## **Administering Medication And Monitoring Health Conditions**

**BP 5141.21**

### **Students**

The Governing Board recognizes that some students may need to take medication prescribed by a physician during the school day in order to be able to attend school. The Superintendent or designee shall develop processes for the administration of medication to such students by school personnel.

(cf. 5141.24 - Specialized Health Care Services)

(cf. 6159 - Individualized Education Program)

Prescribed medication may be administered by the school nurse or other designated school personnel only when the Superintendent or designee has received written statements from both a student's physician and parent/guardian. (Education Code 49423; 5 CCR 600)

(cf. 3530 - Risk Management/Insurance)

School staff who administer medication, including epinephrine auto-injections, to students shall receive training from qualified medical personnel on how such medication should be administered as well as training in the proper documentation and storage of the medication.

Staff authorized to administer the medication shall do so in accordance with administrative regulations and shall be afforded appropriate liability protection.

If the parent/guardian so chooses, he/she may administer the medication to his/her child. In addition, the parent/guardian may designate another individual who is not a school employee to administer the medication to the student.

### **Self-Administration and Monitoring**

Upon written request by the parent/guardian and with the approval of the student's physician, a student with a medical condition that requires frequent treatment, monitoring, or testing may be allowed to self-administer, self-monitor, and/or self-test. The student shall observe universal precautions in the handling of blood and other bodily fluids.

(cf. 4119.43/4219.43/4319.43 - Universal Precautions)

(cf. 5141 - Health Care and Emergencies)

(cf. 5141.23 - Infectious Disease Prevention)

**Legal Reference:**

**EDUCATION CODE**

48980 Notification at beginning of term

49407 Liability for treatment

49408 Emergency information

49414 Emergency epinephrine auto-injectors

49414.5 Providing school personnel with voluntary emergency training

49423 Administration of prescribed medication for student

49423.1 Inhaled asthma medication, conditions upon which pupil may carry and self-administer medication

49423.5 Specialized health care services

49426 School nurses

49480 Continuing medication regimen; notice

**BUSINESS AND PROFESSIONS CODE**

2700-2837 Nursing, especially:

2726 Authority not conferred

2727 Exceptions in general

**CODE OF REGULATIONS, TITLE 5**

600-611 Administering medication to students

**Management Resources:**

**NATIONAL DIABETES EDUCATION PROGRAM PUBLICATIONS**

Helping the Student with Diabetes Succeed: A Guide for School Personnel, June, 2003

**CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS**

Training Standards for the Administration of Epinephrine Auto-Injectors, December, 2004

**WEB SITES**

American Diabetes Association: <http://www.diabetes.org>

California Department of Education, Health Services and School Nursing:

<http://www.cde.ca.gov/ls/he/hn>

Department of Health and Human Services, National Institutes of Health, National Heart, Lung and Blood Institute, asthma information:

<http://www.nhlbi.nih.gov/health/public/lung/index.htm#asthma>

**Policy CENTER UNIFIED SCHOOL DISTRICT**

adopted: May 18, 2005      Antelope, California

## ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS

Note: The following administrative regulation is optional. 5 CCR 600-611 provide permissive guidelines for districts in the administration of prescribed medication to students.

### Definitions

*Other designated school personnel* may include any individual employed by the district who has consented to administer the medication or otherwise assist the student and who may legally administer the medication to the student or assist the student in the administration of the medication. (5 CCR 601)

*Medication* may include not only a substance dispensed in the United States by prescription, but also a substance that does not require a prescription, such as over-the-counter remedies, nutritional supplements, and herbal remedies. (5 CCR 601)

### Notifications to Parents/Guardians

Note: Pursuant to Education Code 48980, districts must notify parents/guardians at the beginning of each school year, of their rights and/or responsibilities under Education Code 49423 pertaining to the administration of medication to students by school employees and to self-administration of epinephrine by students. Though such notification is not required for self-administration of asthma and diabetes medication by students, it is recommended that the annual notification include them to minimize inconsistencies in how students are treated. Parent/guardian responsibilities are pursuant to Education Code 49423 are included in the section entitled "Parent/Guardian Responsibilities" below.

At the beginning of each school year, the Superintendent or designee shall notify parents/guardians of the options available to students who need to take prescribed medication during the school day and the rights and/or responsibilities of parents/guardians regarding those options.

(cf. 5145.6 - Parental Notifications)

In addition, the Superintendent or designee shall inform the parents/guardians of any student on a continuing medication regimen for a nonepisodic condition of the following requirements: (Education Code 49480)

1. The parent/guardian is required to inform the school nurse or other designated employee of the medication being taken, the current dosage, and the name of the supervising physician.
2. With the parent/guardian's consent, the school nurse or other designated employee may communicate with the student's physician regarding the medication and its effects and may counsel school personnel regarding the possible effects of the medication on the student's physical, intellectual, and social behavior, as well as possible behavioral signs and symptoms of adverse side effects, omission, or overdose.

## ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS (continued)

### Parent/Guardian Responsibilities

Note: Education Code 49423 authorizes districts to administer prescribed medication upon receipt of a written statement from the student's licensed physician and parent/guardian. Appropriate similar statements must be received before students are allowed to carry and self-administer diabetes medication pursuant to Education Code 49414.5, auto-injectable epinephrine pursuant to Education Code 49423, or asthma medication pursuant to Education Code 49423.1. Districts may choose to allow students to carry and self-administer other types of medication beyond those authorized by the Education Code. If so, the district should modify the following paragraph accordingly. See the accompanying Board policy.

In American Nurses Association v. O'Connell, the Court of Appeal held that only school nurses and other licensed individuals may administer insulin injection in school to students with diabetes. The extent of this decision and the legal authority for unlicensed personnel to administer other medication beyond insulin is unclear. See the accompanying Board policy.

In accordance with law, the district shall obtain written statements from the student's physician and parent/guardian before a district employee administers, or assists in the administration of, a prescribed medication to any student and before a student is allowed to carry and self-administer prescription diabetes medication, auto-injectable epinephrine, or prescription inhaled asthma medication during school hours. (Education Code 49414.5, 49423, 49423.1; 5 CCR 600)

(cf. 5141.23 - Asthma Management)

Note: Education Code 49423 and 49423.1 and 5 CCR 602 list items that the physician's written statement must contain, as specified in items #1-4 below. Districts that request additional information in the statement should modify the following list accordingly.

The physician's written statement shall include:

1. Clear identification of the student (Education Code 49423, 49423.1; 5 CCR 602)
2. The name of the medication (Education Code 49423, 49423.1; 5 CCR 602)
3. The method, amount, and time schedules by which the medication is to be taken (Education Code 49423, 49423.1; 5 CCR 602)
4. If a parent/guardian has requested that his/her child be allowed to self-administer medication, confirmation that the student is able to self-administer the medication (Education Code 49423, 49423.1; 5 CCR 602)

Note: Items #5-7 below are **optional** and may be revised to reflect district practice.

**ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS**  
(continued)

5. For medication that is to be administered on an as-needed basis, the specific symptoms that would necessitate administration of the medication, allowable frequency for administration, and indications for referral for medical evaluation
6. Possible side effects of the medication
7. Name, address, telephone number, and signature of the student's authorized health care provider

Note: 5 CCR 603 authorizes the district to establish specific requirements regarding the parent/guardian's written statement. The following list should be modified to reflect the district's requirements.
---

When district employees are to administer medication to a student, the parent/guardian's written statement shall:

1. Identify the student
2. Grant permission for an authorized district representative to communicate directly with the student's physician, and the pharmacist as may be necessary, regarding the physician's written statement or any other questions that may arise with regard to the medication
3. Contain an acknowledgment that the parent/guardian understands how district employees will administer or otherwise assist the student in the administration of medication
4. Contain an acknowledgment that the parent/guardian understands his/her responsibilities to enable district employees to administer or otherwise assist the student in the administration of medication including, but not limited to, the parent/guardian's responsibility to provide a written statement from the physician, to ensure that the medication is delivered to the school in a proper container by an individual legally authorized to be in possession of the medication, and to provide all necessary supplies and equipment
5. Contain an acknowledgment that the parent/guardian may terminate consent for such administration at any time

In addition to the requirements in items #1-5 above, if a parent/guardian has requested that his/her child be allowed to carry and self-administer prescription auto-injectable epinephrine or prescription inhaled asthma medication, the parent/guardian's written statement shall: (Education Code 49423, 49423.1)

**ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS**  
(continued)

1. Consent to the self-administration
2. Release the district and school personnel from civil liability if the student suffers an adverse reaction as a result of self-administering the medication

In addition to the requirements in items #1-5 above, if a parent/guardian wishes to designate an individual who is not an employee of the district to administer medication to his/her child, the parent/guardian's written statement shall clearly identify the individual and shall state:

1. The individual's willingness to accept the designation
2. That the individual is permitted to be on the school site
3. Any limitations on the individual's authority

The parent/guardian shall annually provide the Superintendent or designee a new written statement from himself/herself and the student's physician. In addition, the parent/guardian shall provide a new physician statement if the medication, dosage, frequency of administration, or reason for administration changes. (Education Code 49423, 49423.1)

Parents/guardians shall provide medications in properly labeled, original containers along with the physician's instructions. For prescribed medication, the container also shall bear the name and telephone number of the pharmacy, the student's identification, and the name and phone number of the physician. Medications that are not in their original container shall not be accepted or administered. Medications shall be delivered to the school by parents/guardians, unless the Superintendent or designee authorizes another method of delivery.

Note: Education Code 49480 requires the district to notify parents/guardians of their obligation to inform the district about the condition specified below; see section entitled "Notifications to Parents/Guardians" above.
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The parent/guardian of a student on a continuing medication regimen for a nonepisodic condition shall inform the school nurse or other designated certificated employee of the medication being taken, the current dosage, and the name of the supervising physician. (Education Code 49480)

**District Employee/District Responsibilities**

Note: The following section should be modified to reflect district practice.
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## **ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS** (continued)

The school nurse or other designated school personnel shall:

1. Administer or assist in administering medications in accordance with the physician's written statement.
2. Accept delivery of medications from parents/guardians and count and record them upon receipt.
3. Maintain a list of students needing medication during the school day, including those authorized to self-administer medications. The type of medication and the times and dosage to be administered shall be noted on the list.

Note: 5 CCR 601 specifies items that districts may, but are not required to, include in the medication log, as provided in item #4 below.

4. Maintain a medication log which may:
  - a. Specify the student's name, medication, dose, method of administration, time of administration during the regular school day, date(s) on which the student is required to take the medication, and the physician's name and contact information
  - b. Contain a space for daily recording of the date, time, and amount of medication administered, and the signature of the individual administering the medication

Note: 5 CCR 601 specifies items that may be included in the medication record, as detailed below. In addition, 5 CCR 607 authorizes the district to establish policies regarding documentation of medication, including the maintenance of the medication record.

5. Maintain a medication record which may include the physician's written statement, the parent/guardian's written statement, the medication log, and any other written documentation related to the administration of medication to the student.
6. Ensure that student confidentiality is appropriately maintained.

*(cf. 5125 - Student Records)*

7. Coordinate the administration of medication during field trips and after-school activities.

*(cf. 5148.2 - Before/After School Programs)*

*(cf. 6145.2 - Athletic Competition)*

*(cf. 6153 - School-Sponsored Trips)*

**ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS**  
(continued)

8. Report any refusal by any student to take his/her medication to his/her parent/guardian and the site administrator.
9. Keep all medication to be administered by the district in a locked drawer or cabinet.
10. Communicate with the physician and pharmacist regarding the medication and its effects.
11. Counsel school personnel regarding the possible effects of the medication on the student's physical, intellectual, and social behavior, as well as possible behavioral signs and symptoms of adverse side effects, omission, or overdose.

Note: 5 CCR 609 authorizes the district to establish policies regarding unused, discontinued, or outdated medication.
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12. Ensure that unused, discontinued, or outdated medication is returned to the student's parent/guardian at the end of the school year or, if the medication cannot be returned, dispose of it in accordance with state laws and local ordinances.
13. Provide immediate medical assistance, if needed, and report to the site administrator and parent/guardian instances when the medication is not administered properly, including administration of the wrong medication or failure to administer the medication in accordance with the physician's written statement.

Upon receiving such notification, the site administrator may notify the student's health care provider and shall document the error in the medication log.

# **Administrative Regulation**

## **Administering Medication And Monitoring Health Conditions**

**AR 5141.21**

### **Students**

#### **Definitions**

Other designated school personnel may include any individual employed by the district who has consented to administer the medication or otherwise assist the student, and who may legally administer the medication. (5 CCR 601)

Medication may include not only a substance dispensed in the United States by prescription, but also a substance that does not require a prescription, such as over-the-counter remedies, nutritional supplements, and herbal remedies. (5 CCR 601)

#### **Notifications to Parents/Guardians**

At the beginning of each school year, the Superintendent or designee shall notify parents/guardians that students who need to take prescribed medication during the school day may be assisted by a school nurse or designated school personnel or allowed to self-administer certain medication as long as the district receives written statements from the student's physician and parent/guardian in accordance with law, Board policy and administrative regulation. (Education Code 48980, 49423)

(cf. 5145.6 - Parental Notifications)

The Superintendent or designee shall inform the parents/guardians of any student on a continuing medication regimen for a nonepisodic condition of the following requirements: (Education Code 49480)

1. The parent/guardian is required to inform the school nurse or other designated employee of the medication being taken, the current dosage and the name of the supervising physician.
2. With the parent/guardian's consent, the school nurse or other designated employee may communicate with the student's physician regarding the medication and its effects, and may counsel school personnel regarding the possible effects of the medication on the student's physical, intellectual and social behavior, as well as possible behavioral signs and symptoms of adverse side effects, omission or overdose.

#### **Parent/Guardian Responsibilities**

Before a designated employee administers or assists in the administration of any

prescribed medication to any student or any student is allowed to carry and self-administer prescription auto-injectable epinephrine or prescription inhaled asthma medication during school hours, the district shall have a written statement from the student's physician and a written statement from the student's parent/guardian. (Education Code 49423, 49423.1; 5 CCR 600)

The physician's written statement shall clearly: (Education Code 49423, 49423.1; 5 CCR 602)

1. Identify the student
2. Identify the medication
3. Specify the method, amount and time schedules by which the medication is to be taken
4. Contain the name, address, telephone number and signature of the physician
5. If a parent/guardian has requested that his/her child be allowed to self-administer prescription auto-injectable epinephrine or prescription inhaled asthma medication, confirm that the student is able to self-administer the medication

The parent/guardian's written statement shall:

1. Identify the student
2. Grant permission for the authorized district representative to communicate directly with the student's physician, as may be necessary, regarding the physician's written statement or any other questions that may arise with regard to the medication
3. Contain an acknowledgment that the parent/guardian understands how district employees will administer or otherwise assist the student in the administration of medication
4. Contain an acknowledgment that the parent/guardian understands his/her responsibilities to enable district employees to administer or otherwise assist the student in the administration of medication including, but not limited to, the parent/guardian's responsibility to provide a written statement from the physician and to ensure that the medication is delivered to the school in a proper container by an individual legally authorized to be in possession of the medication
5. Contain an acknowledgment that the parent/guardian may terminate consent for such administration at any time

If a parent/guardian has requested that his/her child be allowed to carry and self-administer prescription auto-injectable epinephrine or prescription inhaled asthma

medication, the parent/guardian's written statement shall also: (Education Code 49423, 49423.1)

1. Consent to the self-administration
2. Release the district and school personnel from civil liability if a student suffers an adverse reaction as a result of self-administering the medication

The parent/guardian shall annually provide the Superintendent or designee a new written statement from himself/herself and the student's physician. In addition, the parent/guardian shall provide a new physician statement if the medication, dosage, frequency of administration or reason for administration changes. (Education Code 49423, 49423.1)

Parents/guardians shall provide medications in a properly labeled, original container along with the physician's instructions. For prescribed medication, the container shall bear the name and telephone number of the pharmacy, the student's identification, name and phone number of the physician, and physician's instructions. Medications that are not in their original container shall not be accepted or administered. Medications shall be delivered to the school by the parent/guardian, unless the Superintendent or designee authorizes another method of delivery.

The parent/guardian of a student on a continuing medication regimen for a nonepisodic condition shall inform the school nurse or other designated certificated employee of the medication being taken, the current dosage and the name of the supervising physician.

A parent/guardian may designate an individual who is not an employee of the district to administer medication to his/her child as long as the individual is clearly identified, willing to accept the designation, permitted to be on the school site, and any limitations on the individual's authority are clearly established. The parent/guardian shall provide a written statement designating the individual and containing the information required above.

#### **Designated Employee/District Responsibilities**

The school nurse or other designated school personnel shall:

1. Administer or assist in administering the medication in accordance with the physician's written statement
2. Accept delivery of medication from the student's parent/guardian, including counting and recording the medication upon receipt
3. Maintain a list of students needing medication during the school day, including the type of medication, times and dosage, as well as a list of students who are authorized to self-administer medication

4. Maintain a medication log documenting the administration of medication including the student's name; name of medication the student is required to take; dose of medication; method by which the student is required to take the medication; time the medication is to be taken during the regular school day; date(s) on which the student is required to take the medication; physician's name and contact information; and a space for daily recording of medication administration

The daily record shall contain the date, time, amount of medication administered, and signature of the individual administering the medication.

5. Maintain a medication record including the physician's written statement, the parent/guardian's written statement, the medication log, and any other written documentation related to the administration of medication to the student

6. Ensure that student confidentiality is appropriately maintained

(cf. 5125 - Student Records)

7. Coordinate the administration of medication during field trips and after-school activities

8. Report any refusal of a student to take his/her medication to the parent/guardian

9. Keep all medication to be administered by the district in a locked drawer or cabinet

10. Communicate with the physician regarding the medication and its effects

11. Counsel school personnel regarding the possible effects of the medication on the student's physical, intellectual and social behavior, as well as possible behavioral signs and symptoms of adverse side effects, omission or overdose.

12. By the end of the school year, ensure that unused, discontinued and outdated medication is returned to the student's parent/guardian where possible or, if the medication cannot be returned, is disposed of in accordance with state laws and local ordinances

Regulation      CENTER UNIFIED SCHOOL DISTRICT  
approved: May 18, 2005      Antelope, California

# *Center Joint Unified School District*

**AGENDA REQUEST FOR:**

**Dept./Site:** Business Department

**Date:** 09/15/10

**Action Item**   X  

**To:** Board of Trustees

**Information Item**

**From:** Jeanne Bess *JB*  
Director of Fiscal Services

**# Attached Page**

**SUBJECT:** 2009/10 Unaudited Actuals Report  
and  
Gann Limit Resolution  
(Gann Limit Resolution # 2/2010-11)

Jeanne Bess, Director of Fiscal Services will present the 2009/10 fiscal year Unaudited Actuals Report, in SACS format for all District Funds for approval by Center Joint Unified School District's Governing Board. The SACS Unaudited Actuals Report covers all fiscal activity and fund balances for the District.

Included in the unaudited actuals is the 2009/10 Gann Limit report. School Districts are required to certify via the Gann Limit that their annual revenues do not increase at a rate greater than the overall increase in State government revenues. CJUSD has met that requirement for the 2009/10 fiscal year.

**RECOMMENDATION:** That the CJUSD Board of Trustees approve the 2009/10 Unaudited Actuals Report and Gann Limit Resolution as presented.

# **CENTER JOINT UNIFIED SCHOOL DISTRICT**

## **Resolution # 2/2010-11**

### **ADOPTING THE "GANN" LIMIT**

(Normal, no increase to Limit pursuant to G.C. 7902.1)

**WHEREAS**, in November of 1979, the California electorate did adopt Proposition 4, commonly called the Gann Amendment, which added Article XIII-B to the California Constitution; and,

**WHEREAS**, the provisions of the Article establish maximum appropriation limitations, commonly called "Gann Limits," for public agencies, including school districts; and,

**WHEREAS**, the District must establish a revised Gann limit for the 2009-2010 fiscal year and a projected Gann Limit for the 2010-2011 fiscal year in accordance with the provisions of Article XIII-B and applicable statutory law;

**NOW, THEREFORE, BE IT RESOLVED** that this Board does provide public notice that the attached calculations and documentation of the Gann limits for the 2009-2010 and 2010-2011 fiscal years are made in accordance with applicable constitutional and statutory law;

**AND BE IT FURTHER RESOLVED** that this Board does hereby declare that the appropriations in the Budget for the 2009-2010 and 2010-2011 fiscal years do not exceed the limitations imposed by Proposition 4;

**AND BE IT FURTHER RESOLVED** that the Superintendent provide copies of this resolution along with the appropriate attachments to interested citizens of this district.

### **BOARD OF TRUSTEES**

\_\_\_\_\_  
Libby A. Williams, President

\_\_\_\_\_  
Gary N. Blenner, Clerk

\_\_\_\_\_  
Nancy Anderson, Member

\_\_\_\_\_  
Donald Wilson, Member

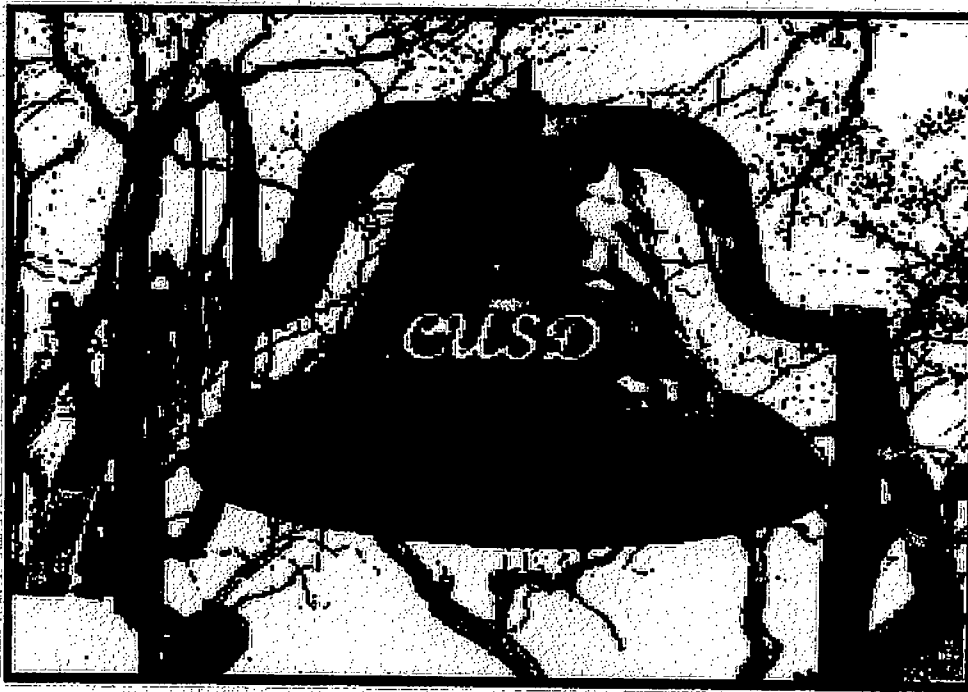
September 15, 2010  
Adoption Date

\_\_\_\_\_  
Matthew L. Friedman, Member



# CENTER JOINT UNIFIED SCHOOL DISTRICT

8408 Watt Avenue  
Antelope, CA 95843



**SCOTT LOEHR  
SUPERINTENDENT**

## **2009/10 Unaudited Actuals**

### **Governing Board**

**Libby Williams, President**

**Nancy Anderson**

**Gary Blenner**

**Matthew L. Friedman**

**Donald Wilson**

**PREPARED BY**

**Jeanne Bess, Director of Fiscal Services**

## CENTER JOINT UNIFIED SCHOOL DISTRICT

Unaudited Actuals for Fiscal Year 2009/10  
Presented for Approval September 15, 2010

The 2009/10 Unaudited Actuals reflects the District's fiscal activities for the fiscal year ended June 30, 2010.

### GENERAL FUND (Fund 01)

The General Fund began and ended the year on a positive note. The District was able to maintain its 3% reserve. The District receives funding based on the higher of current year or prior year ADA (average daily attendance). Since the ADA level for 2008/09 was higher than 2009/10, the District revenues were based on the P-2 ADA from 2008/09. This still results in less revenue due to the continued declining enrollment.

During the 2009/10 fiscal year, the District experienced significant changes to State funding. Some changes were a result of declining enrollment but the major change came in the additional State imposed deficit to the revenues the District receives. We experienced a "one-time" deduction to our revenue limit of \$252 per ADA plus the 18.355% deficit. The one-time State Fiscal Stabilization Funds received at the end of the 2008/09 year in the amount of \$2.3 million helped fill the hole left by declining state revenues.

In addition to the declining revenues, the District continues to suffer from the deferral of State allocations. This results in a significant negative cash balance as of June 30. Our accounts receivable is reflective of the 25% of 2009/10 allocations that are due to us from the State at year end.

New this fiscal year was the TRAN (tax revenue anticipation note) that the District received to help bridge the gap between expected and received State funds. The TRAN is a temporary cash loan of \$2.8 million that will be repaid as we received the expected revenues in fiscal year 2010/11.

Once again, the ending fund balance is a result of utilizing the remaining stimulus money and newly unrestricted programs, to reduce our encroachment on other programs. This flexibility is a great asset during these hard economic times. The ending fund balance is necessary to carry us through what will be a rocky 2010/11 fiscal year.

#### **CHARTER SCHOOL FUND (Fund 09)**

Antelope View Charter School ended the year with 170.44 average daily attendance (ADA). While the year ended with a positive fund balance of \$34,000, significant legal invoices remain outstanding due to the 2006/07 audit finding appeal process. The finding remains outstanding. There are no reserves in place at this time for AVCS. The cash flow is negative due to the deferrals of state allocations.

Global Youth Charter High School remained stable during the 2009/10 fiscal year. They did not exceed available funds. A small amount of State Fiscal Stabilization Funds (SFSF) is still available for use during the 2010/11 fiscal year. The ending fund balance for Global Youth is just over \$102,000. The cash flow, however, is negative due to the deferrals of state allocations.

#### **ADULT EDUCATION FUND (Fund 11)**

The adult education fund is operating with reduced funding but has sufficient ending fund balance to carry them through the 2010/11 fiscal year. ADA remains steady. Their cash flow is positive.

#### **CHILD DEVELOPMENT FUND (Fund 12)**

Our child development centers continue to be self supporting. The reserve account for the fund has a balance of just over \$74,000 from underutilized funds. It still remains in the legally required interest bearing account. Due to dropping State allocations for this program, the funds in the reserve account will be used in the 2010/11 fiscal year for general operations.

#### **CAFETERIA FUND (Fund 13)**

The Cafeteria Fund was self-sustaining in 2009/10 with no encroachment on the General Fund. Fund balance still remains positive although the cash flow is slow and results in negative interest. The fund saw a large increase in Federal revenues due to the increased numbers of free and reduced eligible students. State revenues were on target but local food sales

did see a significant decline. Overall, the fund ended the fiscal year in the black with an ending fund balance just over \$170,000.

#### **DEFERRED MAINTENANCE FUND (Fund 14)**

As a result of the State's permission to sweep 2008 ending fund balances, \$850,000 was pulled from the fund balance and placed in a restricted resource in the general fund. The remaining deferred maintenance fund balance will be needed over the next several years as a result of the State's relaxing the requirement for the annual contribution from the general fund. The State's contribution to the fund was received and kept within the deferred maintenance fund.

#### **SPECIAL RESERVE FOR OTHER THAN CAPITAL OUTLAY (Fund 17)**

Once again the District was able to leave Fund 17 in tact. However, with the deficit in Fund 25 (Capital Facilities Fund), Fund 17 must maintain sufficient money to cover the \$1.31 million short fall that exists. Fund 17 ended the fiscal year with a balance of just over \$2.3 million.

#### **BUILDING FUND (Fund 21)**

This fund has seen expenditure activity that totaled \$8.7 million as the District completed the new Center High School Stadium. The money for this and other projects was obtained from the voter approved sale of bonds that was passed in 1991. The last sale of bonds against that issuance was completed in May 2007.

#### **CAPITAL FACILITIES FUND (Fund 25)**

This fund continues to have a negative fund balance. As contributions from future development begin to come in, the fund balance will again become positive. Fund 17 (Special Reserve) is being maintained to cover the \$1.31 million shortfall.

#### **STATE SCHOOL BUILDING LEASE PURCHASE FUND (Fund 30)**

This fund is no longer in use.

**COUNTY SCHOOL FACILITY FUND (Fund 35)**

This fund accounts for the hardship dollars the District received from the State to plan for the future construction of Rex Fortune Elementary.

**BOND INTEREST AND REDEMPTION FUND (Fund 51)**

This fund, which is controlled by the Sacramento County Auditor-Controller's Office, accounts for the repayment of the District's General Obligation Bonds.

Description	Object Codes	Resource Codes	2009-10 Unaudited Actuals				2010-11 Budget			
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff C & F	
A. REVENUES										
1) Revenue Limit Sources	8010-8099		23,043,917.03	1,081,296.00	24,125,213.03	22,044,799.00	1,303,084.00	23,347,883.00	-3.2%	
2) Federal Revenue	8100-8299		2,300.00	4,340,761.71	4,343,061.71	0.00	2,423,393.00	2,423,393.00	-44.2%	
3) Other State Revenue	8300-8599		3,557,637.56	1,243,844.31	4,801,481.87	4,006,018.00	1,068,880.00	5,074,898.00	5.7%	
4) Other Local Revenue	8600-8799		411,571.78	1,684,157.14	2,095,728.92	405,000.00	1,883,838.00	2,288,838.00	9.2%	
5) TOTAL, REVENUES			27,015,426.37	8,350,059.16	35,365,485.53	26,455,817.00	6,679,195.00	33,135,012.00	-6.3%	
B. EXPENDITURES										
1) Certificated Salaries	1000-1999		13,995,287.56	5,599,387.82	19,594,675.38	14,138,338.00	3,595,249.00	17,733,587.00	-9.5%	
2) Classified Salaries	2000-2999		3,465,570.31	2,834,893.27	6,300,463.58	3,384,873.00	2,725,853.00	6,110,726.00	-3.0%	
3) Employee Benefits	3000-3999		4,758,745.14	2,346,632.26	7,105,377.40	4,597,487.00	1,905,572.00	6,503,059.00	-8.5%	
4) Books and Supplies	4000-4999		308,915.26	567,705.62	874,620.88	483,054.00	803,319.00	1,286,373.00	47.1%	
5) Services and Other Operating Expenditures	5000-5999		2,742,262.40	1,405,870.44	4,148,132.84	2,994,062.00	854,251.00	3,848,313.00	-7.2%	
6) Capital Outlay	6000-6999		0.00	0.00	0.00	0.00	0.00	0.00	0.0%	
7) Other Outgo (excluding Transfers of Indirect Costs)	7100-7299		305,064.80	210,176.00	515,240.80	324,465.00	115,000.00	439,465.00	-14.7%	
8) Other Outgo - Transfers of Indirect Costs	7300-7399		(187,262.45)	70,543.87	(116,718.58)	(221,424.00)	94,236.00	(127,188.00)	9.0%	
9) TOTAL, EXPENDITURES			25,386,583.02	13,035,209.28	38,421,792.30	25,700,855.00	10,093,480.00	35,794,335.00	-6.8%	
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A6 - B9)										
D. OTHER FINANCING SOURCES/USES										
1) Interfund Transfers	8900-8929		100,000.00	0.00	100,000.00	1,010,000.00	0.00	1,010,000.00	910.0%	
b) Transfers Out	7600-7629		0.00	100,000.00	100,000.00	76,037.00	0.00	76,037.00	-24.0%	
2) Other Sources/Uses	8930-8979		0.00	0.00	0.00	0.00	0.00	0.00	0.0%	
b) Uses	7630-7699		0.00	0.00	0.00	0.00	0.00	0.00	0.0%	
3) Contributions	8980-8999		(2,264,448.87)	3,114,438.87	849,990.00	(3,414,284.00)	3,414,284.00	0.00	-100.0%	
4) TOTAL, OTHER FINANCING SOURCES/USES			(2,164,448.87)	3,014,438.87	849,990.00	(2,480,321.00)	3,414,284.00	933,963.00	9.9%	

Description	Resource Codes	Object Codes	2008-10 Unaudited Actuals			2010-11 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(535,605.52)	(1,670,711.25)	(2,206,316.77)	(1,725,359.00)	(1.00)	(1,725,360.00)	-21.8%
<b>F. FUND BALANCE, RESERVES</b>									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	3,487,236.47	2,433,590.81	5,920,827.28	2,951,630.95	762,879.56	3,714,510.51	-37.3%
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			3,487,236.47	2,433,590.81	5,920,827.28	2,951,630.95	762,879.56	3,714,510.51	-37.3%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			3,487,236.47	2,433,590.81	5,920,827.28	2,951,630.95	762,879.56	3,714,510.51	-37.3%
2) Ending Balance, June 30 (E + F1e)			2,951,630.95	762,879.56	3,714,510.51	1,226,271.95	762,878.56	1,989,150.51	-46.4%
Components of Ending Fund Balance									
a) Reserve for									
Revolving Cash		9711	10,000.00	0.00	10,000.00	10,000.00	0.00	10,000.00	0.0%
Stores		9712	40,429.81	0.00	40,429.81	40,429.81	0.00	40,429.81	0.0%
Prepaid Expenditures		9713	69,876.16	4,676.45	74,552.61	74,552.61	0.00	74,552.61	0.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
General Reserve		9730	83,409.78	0.00	83,409.78	0.00	0.00	0.00	-100.0%
Legally Restricted Balance		9740	0.00	758,203.11	758,203.11	0.00	762,878.56	762,878.56	0.6%
b) Designated Amounts									
Designated for Economic Uncertainties		9770	1,155,655.00	0.00	1,155,655.00	1,076,112.00	0.00	1,076,112.00	-6.9%
Designated for the Unrealized Gains of Investments and Cash in County Treasury		9775	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Designations		9780	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) Undesignated Amount		9790	1,592,260.20	0.00	1,592,260.20				
d) Unappropriated Amount		9790				25,177.53	0.00	25,177.53	

Description	Resource Codes	Object Codes	2009-10 Unaudited Actuals			2010-11 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>G. ASSETS</b>									
1) Cash									
a) in County Treasury		9110	1,055,663.38	(1,317,523.76)	(261,860.38)				
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00	0.00	0.00				
b) in Banks		9120	6,907.53	0.00	6,907.53				
c) in Revolving Fund		9130	10,000.00	0.00	10,000.00				
d) with Fiscal Agent		9135	0.00	0.00	0.00				
e) collections awaiting deposit		9140	0.00	0.00	0.00				
2) Investments		9150	0.00	0.00	0.00				
3) Accounts Receivable		9200	5,335,248.68	1,756,817.88	7,092,066.56				
4) Due from Grantor Government		9290	0.00	0.00	0.00				
5) Due from Other Funds		9310	184,767.03	850,000.00	1,034,767.03				
6) Stores		9320	40,429.81	0.00	40,429.81				
7) Prepaid Expenditures		9330	69,876.16	4,676.45	74,552.61				
8) Other Current Assets		9340	0.00	0.00	0.00				
9) Fixed Assets		9400							
10) TOTAL, ASSETS			6,702,892.59	1,293,970.57	7,996,863.16				
<b>H. LIABILITIES</b>									
1) Accounts Payable		9500	961,261.64	137,817.88	1,099,079.52				
2) Due to Grantor Governments		9590	0.00	0.00	0.00				
3) Due to Other Funds		9610	0.00	0.00	0.00				
4) Current Loans		9640	2,790,000.00	0.00	2,790,000.00				
5) Deferred Revenue		9650	0.00	393,273.13	393,273.13				
6) Long-Term Liabilities		9660							
7) TOTAL, LIABILITIES			3,751,261.64	531,091.01	4,282,352.65				
<b>I. FUND EQUITY</b>									
Ending Fund Balance, June 30 (must agree with line F2) (G10 - H7)			2,951,630.95	762,879.56	3,714,510.51				



Unaudited Actuals  
General Fund  
Unrestricted and Restricted  
Expenditures by Object

			2009-10 Unaudited Actuals			2010-11 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Description	Resource Codes	Object Codes							
REVENUE LIMIT SOURCES									
Principal Apportionment State Aid - Current Year		8011	18,239,036.03	0.00	18,239,036.03	17,368,267.00	0.00	17,368,267.00	-4.8%
Charter Schools General Purpose Entitlement - State Aid		8015	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Tax Relief Subventions Homeowners' Exemptions		8021	92,509.99	0.00	92,509.99	62,704.00	0.00	62,704.00	-32.2%
Timber Yield Tax		8022	0.31	0.00	0.31	0.00	0.00	0.00	-100.0%
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
County & District Taxes Secured Roll Taxes		8041	4,773,702.73	0.00	4,773,702.73	4,824,995.00	0.00	4,824,995.00	1.1%
Unsecured Roll Taxes		8042	184,017.79	0.00	184,017.79	187,611.00	0.00	187,611.00	2.0%
Prior Years' Taxes		8043	473,649.51	0.00	473,649.51	408,134.00	0.00	408,134.00	-13.8%
Supplemental Taxes		8044	51,035.82	0.00	51,035.82	37,300.00	0.00	37,300.00	-26.9%
Education Revenue Augmentation Fund (ERAF)		8045	477,973.99	0.00	477,973.99	708,200.00	0.00	708,200.00	48.2%
Supplemental Educational Revenue Augmentation Fund (SERAF)		8046	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds (SB 617/699/1992)		8047	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604) Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	1,169.73	0.00	1,169.73	0.00	0.00	0.00	-100.0%
Less: Non-Revenue Limit (50%) Adjustment		8089	(584.87)	0.00	(584.87)	0.00	0.00	0.00	-100.0%
Subtotal, Revenue Limit Sources			24,292,511.03	0.00	24,292,511.03	23,597,211.00	0.00	23,597,211.00	-2.9%
Revenue Limit Transfers									
Unrestricted Revenue Limit Transfers - Current Year	0000	8091	(1,081,296.00)		(1,081,296.00)	(1,303,084.00)		(1,303,084.00)	20.5%
Continuation Education ADA Transfer	2200	8091		0.00	0.00		0.00	0.00	0.0%
Community Day Schools Transfer	2430	8091		0.00	0.00		0.00	0.00	0.0%

		2009-10 Unaudited Actuals		2010-11 Budget							
Description	Object Codes	Resource Codes	Object Codes	Unrestricted (A)		Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F	
				Unrestricted	Restricted						
Special Education ADA Transfer	6500	All Other	8091	1,081,296.00	1,081,296.00	1,081,296.00		1,303,084.00	1,303,084.00	20.5%	
All Other Revenue Limit Transfers - Current Year			8091	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	
PERS Reduction Transfer			8092	138,684.00	0.00	138,684.00	82,914.00	0.00	82,914.00	-40.2%	
Transfers to Charter Schools in Lieu of Property Taxes			8096	(305,982.00)	0.00	(305,982.00)	(332,242.00)	0.00	(332,242.00)	8.6%	
Property Taxes Transfers			8097	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	
Revenue Limit Transfers - Prior Years			8099	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	
TOTAL, REVENUE LIMIT SOURCES				23,043,917.03	1,081,296.00	24,125,213.03	22,044,799.00	1,303,084.00	23,347,883.00	-3.2%	
FEDERAL REVENUE											
Maintenance and Operations	8110			0.00	0.00	0.00	0.00	0.00	0.00	0.0%	
Special Education Entitlement	8181			0.00	955,537.13	955,537.13	0.00	920,725.00	920,725.00	-3.6%	
Special Education Discretionary Grants	8182			0.00	783,037.66	783,037.66	0.00	66,522.00	66,522.00	-91.5%	
Child Nutrition Programs	8220			0.00	0.00	0.00	0.00	0.00	0.00	0.0%	
Forest Reserve Funds	8260			0.00	0.00	0.00	0.00	0.00	0.00	0.0%	
Flood Control Funds	8270			0.00	0.00	0.00	0.00	0.00	0.00	0.0%	
Wildlife Reserve Funds	8280			0.00	0.00	0.00	0.00	0.00	0.00	0.0%	
FEMA	8281			0.00	0.00	0.00	0.00	0.00	0.00	0.0%	
Interagency Contracts Between LEAs	8285			0.00	0.00	0.00	0.00	0.00	0.00	0.0%	
Pass-Through Revenues from Federal Sources	8287			0.00	0.00	0.00	0.00	0.00	0.00	0.0%	
NCLB/ASA (incl. ARRA)	3000-3299, 4000-4139, 4201-4215, 4610, 5510		8290		2,352,424.91	2,352,424.91		1,252,290.00	1,252,290.00	-46.8%	
Vocational and Applied Technology Education	3500-3699		8290		43,753.77	43,753.77		39,294.00	39,294.00	-10.2%	
Safe and Drug Free Schools	3700-3799		8290		17,171.00	17,171.00		0.00	0.00	-100.0%	
JTPA / WIA	5600-5625		8290		0.00	0.00		0.00	0.00	0.0%	
All Other			8290	2,300.00	188,837.24	188,837.24	191,137.24	0.00	144,462.00	-24.4%	
Other Federal Revenue (incl. ARRA)				2,300.00	4,340,761.71	4,340,761.71	4,343,061.71	0.00	2,423,393.00	-44.2%	
TOTAL, FEDERAL REVENUE											

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Unaudited Actuals  
General Fund  
Unrestricted and Restricted  
Expenditures by Object

			2009-10 Unaudited Actuals			2010-11 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Description	Resource Codes	Object Codes							
Class Size Reduction Facilities	6200	8590		0.00	0.00		0.00	0.00	0.0%
School Community Violence Prevention Grant	7391	8590		0.00	0.00		0.00	0.00	0.0%
Quality Education Investment Act	7400	8590		0.00	0.00		0.00	0.00	0.0%
All Other State Revenue	All Other	8590	1,552,788.72	325,148.41	1,877,937.13	2,037,629.00	239,023.00	2,276,652.00	21.2%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>3,557,637.56</b>	<b>1,243,844.31</b>	<b>4,801,481.87</b>	<b>4,006,018.00</b>	<b>1,068,880.00</b>	<b>5,074,898.00</b>	<b>5.7%</b>

			2008-10 Unaudited Actuals			2010-11 Budget			
Description	Resource Codes	Object Codes	Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
OTHER LOCAL REVENUE									
Other Local Revenue									
County and District Taxes									
Other Restricted Levies									
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes									
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds									
Not Subject to RL Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from									
Delinquent Non-Revenue									
Limit Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Sales									
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	261.20	0.00	261.20	0.00	0.00	0.00	-100.0%
Leases and Rentals		8650	197,542.76	0.00	197,542.76	165,000.00	0.00	165,000.00	-16.5%
Interest		8660	109,530.99	0.00	109,530.99	100,000.00	0.00	100,000.00	-8.7%
Net Increase (Decrease) in the Fair Value of Investments									
		8662	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts									
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	17,529.60	17,529.60	0.00	8,000.00	8,000.00	-54.4%
Transportation Services	7230, 7240	8677		0.00	0.00		0.00	0.00	0.0%
Interagency Services	All Other	8677	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Unaudited Actuals  
General Fund  
Unrestricted and Restricted  
Expenditures by Object

Description	Resource Codes	Object Codes	2009-10 Unaudited Actuals			2010-11 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Other Local Revenue									
Plus: Misc Funds Non-Revenue									
Limit (50%) Adjustment		8691	584.87	0.00	584.87	0.00	0.00	0.00	-100.0%
Pass-Through Revenues From									
Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	103,651.96	22,315.75	125,967.71	140,000.00	0.00	140,000.00	11.1%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Apportionments									
Special Education SELPA Transfers									
From Districts or Charter Schools	6500	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6500	8792		1,644,311.79	1,644,311.79		1,875,838.00	1,875,838.00	14.1%
From JPAs	6500	8793		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers									
From Districts or Charter Schools	6360	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6360	8792		0.00	0.00		0.00	0.00	0.0%
From JPAs	6360	8793		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments									
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>411,571.78</b>	<b>1,684,157.14</b>	<b>2,095,728.92</b>	<b>405,000.00</b>	<b>1,883,838.00</b>	<b>2,288,838.00</b>	<b>9.2%</b>
<b>TOTAL, REVENUES</b>			<b>27,015,426.37</b>	<b>8,350,059.16</b>	<b>35,365,485.53</b>	<b>26,455,817.00</b>	<b>6,679,195.00</b>	<b>33,135,012.00</b>	<b>-6.3%</b>

			2009-10 Unaudited Actuals			2010-11 Budget			
Description	Resource Codes	Object Codes	Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
CERTIFICATED SALARIES									
Certificated Teachers' Salaries		1100	12,347,871.51	5,025,881.90	17,373,753.41	12,472,902.00	3,234,167.00	15,707,069.00	-9.6%
Certificated Pupil Support Salaries		1200	393,311.97	408,737.07	802,049.04	462,114.00	198,042.00	660,156.00	-17.7%
Certificated Supervisors' and Administrators' Salaries		1300	1,132,200.69	33,104.19	1,165,304.88	1,146,724.00	37,051.00	1,183,775.00	1.6%
Other Certificated Salaries		1900	121,903.39	131,664.66	253,568.05	56,598.00	125,989.00	182,587.00	-28.0%
TOTAL, CERTIFICATED SALARIES			13,995,287.56	5,599,387.82	19,594,675.38	14,138,338.00	3,595,249.00	17,733,587.00	-9.5%
CLASSIFIED SALARIES									
Classified Instructional Salaries		2100	43,870.13	1,458,863.15	1,502,733.28	40,053.00	1,434,367.00	1,474,420.00	-1.9%
Classified Support Salaries		2200	1,433,112.81	843,624.77	2,276,737.58	1,422,912.00	820,957.00	2,243,869.00	-1.4%
Classified Supervisors' and Administrators' Salaries		2300	307,660.97	216,105.40	523,766.37	307,620.00	216,229.00	523,849.00	0.0%
Clerical, Technical and Office Salaries		2400	1,492,011.74	295,450.67	1,787,462.41	1,539,670.00	231,690.00	1,771,360.00	-0.9%
Other Classified Salaries		2900	188,914.66	20,849.28	209,763.94	74,618.00	22,610.00	97,228.00	-53.6%
TOTAL, CLASSIFIED SALARIES			3,465,570.31	2,834,893.27	6,300,463.58	3,384,873.00	2,725,853.00	6,110,726.00	-3.0%
EMPLOYEE BENEFITS									
STRS		3101-3102	1,189,580.64	463,683.80	1,653,264.44	1,164,948.00	296,639.00	1,461,587.00	-11.6%
PERS		3201-3202	311,371.26	242,921.15	554,292.41	361,577.00	286,360.00	647,937.00	16.9%
OASDI/Medicare/Alternative		3301-3302	450,273.77	284,819.67	735,093.44	467,962.00	260,604.00	728,566.00	-0.9%
Health and Welfare Benefits		3401-3402	1,967,891.96	1,073,185.05	3,041,077.01	1,930,714.00	805,176.00	2,735,890.00	-10.0%
Unemployment Insurance		3501-3502	52,144.18	26,106.41	78,250.59	126,723.00	45,493.00	172,216.00	120.1%
Workers' Compensation		3601-3602	465,723.67	159,931.23	625,654.90	314,841.00	113,292.00	428,133.00	-31.6%
OPEB, Allocated		3701-3702	93,914.94	300.20	94,215.14	0.00	0.00	0.00	-100.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	50,000.00	0.00	50,000.00	New
PERS Reduction		3801-3802	138,684.00	0.00	138,684.00	82,914.00	0.00	82,914.00	-40.2%
Other Employee Benefits		3901-3902	89,160.72	95,684.75	184,845.47	97,808.00	98,008.00	195,816.00	5.9%
TOTAL, EMPLOYEE BENEFITS			4,758,745.14	2,346,632.26	7,105,377.40	4,597,487.00	1,905,572.00	6,503,059.00	-8.5%
BOOKS AND SUPPLIES									
Approved Textbooks and Core Curricula Materials		4100	18,365.36	2,116.82	20,482.18	32,995.00	0.00	32,995.00	61.1%
Books and Other Reference Materials		4200	16,506.37	35,640.27	52,146.64	25,424.00	31,448.00	56,872.00	9.1%

Unaudited Actuals  
General Fund  
Unrestricted and Restricted  
Expenditures by Object34 73973 0000000  
Form 01

Description	Resource Codes	Object Codes	2009-10 Unaudited Actuals			2010-11 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Materials and Supplies		4300	237,861.62	415,955.21	653,816.83	385,435.00	744,540.00	1,129,975.00	72.8%
Noncapitalized Equipment		4400	34,181.91	113,993.32	148,175.23	39,200.00	27,331.00	66,531.00	-55.1%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>306,915.26</b>	<b>567,705.62</b>	<b>874,620.88</b>	<b>483,054.00</b>	<b>803,319.00</b>	<b>1,286,373.00</b>	<b>47.1%</b>
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>									
Subagreements for Services		5100	16,695.00	501,619.95	518,314.95	0.00	0.00	0.00	-100.0%
Travel and Conferences		5200	32,398.55	51,153.79	83,552.34	65,969.00	40,655.00	106,624.00	27.6%
Dues and Memberships		5300	21,320.32	0.00	21,320.32	26,797.00	1,000.00	27,797.00	30.4%
Insurance		5400 - 5450	241,900.42	0.00	241,900.42	310,000.00	0.00	310,000.00	28.2%
Operations and Housekeeping Services		5500	897,030.52	0.00	897,030.52	1,022,000.00	0.00	1,022,000.00	13.9%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	84,104.36	108,523.25	192,627.61	117,700.00	126,500.00	244,200.00	26.8%
Transfers of Direct Costs		5710	9,156.09	(9,156.09)	0.00	4,854.00	(4,854.00)	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	(196.64)	0.00	(196.64)	(3,000.00)	0.00	(3,000.00)	1425.6%
Professional/Consulting Services and Operating Expenditures		5800	1,342,862.08	753,423.20	2,096,285.28	1,261,492.00	690,500.00	1,951,992.00	-6.9%
Communications		5900	96,991.70	306.34	97,298.04	188,250.00	450.00	188,700.00	93.9%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>2,742,262.40</b>	<b>1,405,870.44</b>	<b>4,148,132.84</b>	<b>2,994,062.00</b>	<b>854,251.00</b>	<b>3,848,313.00</b>	<b>-7.2%</b>



Description Resource Codes Object Codes			2009-10 Unaudited Actuals			2010-11 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>CAPITAL OUTLAY</b>									
Land		6100	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>									
Tuition									
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	11,226.00	11,226.00	0.00	15,000.00	15,000.00	33.6%
Tuition, Excess Costs, and/or Deficit Payments Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	21,511.00	198,950.00	220,461.00	95,000.00	100,000.00	195,000.00	-11.5%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments To Districts or Charter Schools	6500	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6500	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6500	7223		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers of Apportionments To Districts or Charter Schools	6360	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6360	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6360	7223		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Unaudited Actuals  
General Fund  
Unrestricted and Restricted  
Expenditures by Object

Description	Resource Codes	Object Codes	2009-10 Unaudited Actuals			2010-11 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service									
Debt Service - Interest		7438	15,898.11	0.00	15,898.11	15,898.00	0.00	15,898.00	0.0%
Other Debt Service - Principal		7439	267,655.69	0.00	267,655.69	213,567.00	0.00	213,567.00	-20.2%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>305,064.80</b>	<b>210,176.00</b>	<b>515,240.80</b>	<b>324,465.00</b>	<b>115,000.00</b>	<b>439,465.00</b>	<b>-14.7%</b>
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>									
Transfers of Indirect Costs		7310	(70,543.87)	70,543.87	0.00	(94,236.00)	94,236.00	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	(116,718.58)	0.00	(116,718.58)	(127,188.00)	0.00	(127,188.00)	9.0%
<b>TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>			<b>(187,262.45)</b>	<b>70,543.87</b>	<b>(116,718.58)</b>	<b>(221,424.00)</b>	<b>94,236.00</b>	<b>(127,188.00)</b>	<b>9.0%</b>
<b>TOTAL, EXPENDITURES</b>			<b>25,386,583.02</b>	<b>13,035,209.28</b>	<b>38,421,792.30</b>	<b>25,700,855.00</b>	<b>10,093,480.00</b>	<b>35,794,335.00</b>	<b>-6.8%</b>

			2009-10 Unaudited Actuals			2010-11 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Description	Resource Codes	Object Codes							
INTERFUND TRANSFERS									
INTERFUND TRANSFERS IN									
From: Special Reserve Fund		8912	0.00	0.00	0.00	1,010,000.00	0.00	1,010,000.00	New
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	100,000.00	0.00	100,000.00	0.00	0.00	0.00	-100.0%
(a) TOTAL, INTERFUND TRANSFERS IN			100,000.00	0.00	100,000.00	1,010,000.00	0.00	1,010,000.00	910.0%
INTERFUND TRANSFERS OUT									
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Deferred Maintenance Fund		7615	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	100,000.00	100,000.00	76,037.00	0.00	76,037.00	-24.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	100,000.00	100,000.00	76,037.00	0.00	76,037.00	-24.0%
OTHER SOURCES/USES									
SOURCES									
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds									
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources									
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds									
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Unaudited Actuals  
General Fund  
Unrestricted and Restricted  
Expenditures by Object

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Description	Resource Codes	Object Codes	2009-10 Unaudited Actuals			2010-11 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
USES									
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS									
Contributions from Unrestricted Revenues		8980	(2,966,511.39)	2,966,501.39	(10.00)	(3,414,284.00)	3,414,284.00	0.00	-100.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Restricted Balances		8997	702,062.52	147,937.48	850,000.00	0.00	0.00	0.00	-100.0%
(e) TOTAL, CONTRIBUTIONS			(2,264,448.87)	3,114,438.87	849,990.00	(3,414,284.00)	3,414,284.00	0.00	-100.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(2,164,448.87)	3,014,438.87	849,990.00	(2,480,321.00)	3,414,284.00	933,963.00	9.9%

Description	Resource Codes	Object Codes	2009-10 Unaudited Actuals	2010-11 Budget	Percent Difference
<b>A. REVENUES</b>					
1) Revenue Limit Sources		8010-8099	1,497,906.14	1,532,695.00	2.3%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	154,892.17	141,210.00	-8.8%
4) Other Local Revenue		8600-8799	82,900.72	2,000.00	-97.6%
5) TOTAL, REVENUES			1,735,699.03	1,675,905.00	-3.4%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	927,629.32	912,270.00	-1.7%
2) Classified Salaries		2000-2999	278,663.69	271,416.00	-2.6%
3) Employee Benefits		3000-3999	316,207.89	335,482.00	6.1%
4) Books and Supplies		4000-4999	54,687.30	35,475.00	-35.1%
5) Services and Other Operating Expenditures		5000-5999	98,435.97	22,371.00	-77.3%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	88,334.03	98,911.00	12.0%
9) TOTAL, EXPENDITURES			1,763,958.20	1,675,905.00	-5.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(28,259.17)	0.00	-100.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2009-10 Unaudited Actuals	2010-11 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(28,259.17)	0.00	-100.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	205,468.60	177,209.43	-13.8%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			205,468.60	177,209.43	-13.8%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			205,468.60	177,209.43	-13.8%
2) Ending Balance, June 30 (E + F1e)			177,209.43	177,209.43	0.0%
Components of Ending Fund Balance					
a) Reserve for					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
General Reserve		9730	0.00	0.00	0.0%
Legally Restricted Balance		9740	0.00	0.00	0.0%
b) Designated Amounts					
Designated for Economic Uncertainties		9770	0.00	0.00	0.0%
Designated for the Unrealized Gains of Investments and Cash in County Treasury		9775	0.00	0.00	0.0%
Other Designations		9780	0.00	0.00	0.0%
c) Undesignated Amount		9790	177,209.43		
d) Unappropriated Amount		9790		177,209.43	

Description	Resource Codes	Object Codes	2009-10 Unaudited Actuals	2010-11 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	(129,233.71)		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	65,000.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	385,650.33		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Fixed Assets		9400			
<b>10) TOTAL ASSETS</b>			<b>321,416.62</b>		
<b>H. LIABILITIES</b>					
1) Accounts Payable		9500	2,751.03		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	141,456.16		
4) Current Loans		9640	0.00		
5) Deferred Revenue		9650	0.00		
6) Long-Term Liabilities		9660			
<b>7) TOTAL LIABILITIES</b>			<b>144,207.19</b>		
<b>I. FUND EQUITY</b>					
Ending Fund Balance, June 30 (must agree with line F2) (G10 - H7)			177,209.43		

Description	Resource Codes	Object Codes	2009-10 Unaudited Actuals	2010-11 Budget	Percent Difference
<b>REVENUE LIMIT SOURCES</b>					
Principal Apportionment					
Charter Schools General Purpose Entitlement - State Aid		8015	1,191,924.14	1,200,453.00	0.7%
State Aid - Prior Years		8019	0.00	0.00	0.0%
Revenue Limit Transfers					
Unrestricted Revenue Limit Transfers - Current Year	0000	8091	0.00	0.00	0.0%
All Other Revenue Limit Transfers - Current Year	All Other	8091	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	305,982.00	332,242.00	8.6%
Property Taxes Transfers		8097	0.00	0.00	0.0%
Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.0%
<b>TOTAL, REVENUE LIMIT SOURCES</b>			1,497,906.14	1,532,695.00	2.3%
<b>FEDERAL REVENUE</b>					
Maintenance and Operations		8110	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	0.00	0.0%
Special Education Discretionary Grants		8182	0.00	0.00	0.0%
Child Nutrition Programs		8220	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.0%
NCLB / IASA (incl. ARRA)	3000-3299, 4000-4139, 4201-4215, 4610, 5510	8290	0.00	0.00	0.0%
Vocational and Applied Technology Education	3500-3699	8290	0.00	0.00	0.0%
Safe and Drug Free Schools	3700-3799	8290	0.00	0.00	0.0%
JTPA / WIA	5600-5625	8290	0.00	0.00	0.0%
Other Federal Revenue (incl. ARRA)	All Other	8290	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			0.00	0.00	0.0%
<b>OTHER STATE REVENUE</b>					
Other State Apportionments					
Special Education Master Plan Current Year	6500	8311	0.00	0.00	0.0%
Prior Years	6500	8319	0.00	0.00	0.0%
Home-to-School Transportation	7230	8311	0.00	0.00	0.0%



Description	Resource Codes	Object Codes	2009-10 Unaudited Actuals	2010-11 Budget	Percent Difference
Special Education Transportation	7240	8311	0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.0%
All Other State Apportionments - Prior Years		8319	0.00	0.00	0.0%
Year Round School Incentive		8425	0.00	0.00	0.0%
Class Size Reduction, K-3		8434	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	0.00	0.00	0.0%
Lottery - Unrestricted and Instructional Materials		8560	30,609.81	33,480.00	9.4%
Instructional Materials	7155, 7156, 7157, 7158, 7160, 7170	8590	0.00	0.00	0.0%
School Based Coordination Program	7250	8590	0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650-6690	8590	0.00	0.00	0.0%
Healthy Start	6240	8590	0.00	0.00	0.0%
Class Size Reduction Facilities	6200	8590	0.00	0.00	0.0%
School Community Violence Prevention Grant	7391	8590	0.00	0.00	0.0%
Quality Education Investment Act	7400	8590	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	124,282.36	107,730.00	-13.3%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>154,892.17</b>	<b>141,210.00</b>	<b>-8.8%</b>

Description	Resource Codes	Object Codes	2009-10 Unaudited Actuals	2010-11 Budget	Percent Difference
<b>OTHER LOCAL REVENUE</b>					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	(2,531.00)	0.00	-100.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Child Development Parent Fees		8673	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.0%
Transportation Services	7230, 7240	8677	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
All Other Local Revenue		8699	85,431.72	2,000.00	-97.7%
Tuition		8710	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.0%
Transfers of Apportionments					
Special Education SELPA Transfers					
From Districts or Charter Schools	6500	8791	0.00	0.00	0.0%
From County Offices	6500	8792	0.00	0.00	0.0%
From JPAs	6500	8793	0.00	0.00	0.0%
Other Transfers of Apportionments					
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>82,900.72</b>	<b>2,000.00</b>	<b>-97.6%</b>
<b>TOTAL, REVENUES</b>			<b>1,735,699.03</b>	<b>1,675,905.00</b>	<b>-3.4%</b>

Description	Resource Codes	Object Codes	2009-10 Unaudited Actuals	2010-11 Budget	Percent Difference
<b>CERTIFICATED SALARIES</b>					
Certificated Teachers' Salaries		1100	760,665.48	750,449.00	-1.3%
Certificated Pupil Support Salaries		1200	29,260.00	20,000.00	-31.6%
Certificated Supervisors' and Administrators' Salaries		1300	137,703.84	141,821.00	3.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
<b>TOTAL, CERTIFICATED SALARIES</b>			<b>927,629.32</b>	<b>912,270.00</b>	<b>-1.7%</b>
<b>CLASSIFIED SALARIES</b>					
Classified Instructional Salaries		2100	27,717.15	20,206.00	-27.1%
Classified Support Salaries		2200	58,752.55	60,730.00	3.4%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	192,193.99	190,480.00	-0.9%
Other Classified Salaries		2900	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>278,663.69</b>	<b>271,416.00</b>	<b>-2.6%</b>
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	72,458.69	75,265.00	3.9%
PERS		3201-3202	26,617.97	29,043.00	9.1%
OASDI/Medicare/Alternative		3301-3302	32,344.06	34,000.00	5.1%
Health and Welfare Benefits		3401-3402	158,439.07	167,432.00	5.7%
Unemployment Insurance		3501-3502	3,618.46	8,527.00	135.7%
Workers' Compensation		3601-3602	22,729.64	21,195.00	-6.8%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
PERS Reduction		3801-3802	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>316,207.89</b>	<b>335,462.00</b>	<b>6.1%</b>
<b>BOOKS AND SUPPLIES</b>					
Approved Textbooks and Core Curricula Materials		4100	16,261.72	0.00	-100.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	31,699.17	35,475.00	11.9%
Noncapitalized Equipment		4400	6,726.41	0.00	-100.0%
Food		4700	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>54,687.30</b>	<b>35,475.00</b>	<b>-35.1%</b>

Description	Resource Codes	Object Codes	2009-10 Unaudited Actuals	2010-11 Budget	Percent Difference
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	3,720.39	1,370.00	-63.2%
Dues and Memberships		5300	720.00	0.00	-100.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	10,834.25	7,500.00	-30.8%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	82,636.92	13,401.00	-83.8%
Communications		5900	524.41	100.00	-80.9%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>98,435.97</b>	<b>22,371.00</b>	<b>-77.3%</b>
<b>CAPITAL OUTLAY</b>					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>

Description	Resource Codes	Object Codes	2009-10 Unaudited Actuals	2010-11 Budget	Percent Difference
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Tuition					
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments					
Payments to Districts or Charter Schools		7141	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.0%
Other Transfers Out					
All Other Transfers		7281-7283	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>					
Transfers of Indirect Costs		7310	0.00	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	88,334.03	98,911.00	12.0%
<b>TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>			<b>88,334.03</b>	<b>98,911.00</b>	<b>12.0%</b>
<b>TOTAL EXPENDITURES</b>			<b>1,763,958.20</b>	<b>1,675,905.00</b>	<b>-5.0%</b>

Description	Resource Codes	Object Codes	2009-10 Unaudited Actuals	2010-11 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
Transfers of Restricted Balances		8997	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES</b> <b>(a - b + c - d + e)</b>			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2009-10 Unaudited Actuals	2010-11 Budget	Percent Difference
<b>A. REVENUES</b>					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	4.26	17,834.00	418538.5%
4) Other Local Revenue		8600-8799	35,769.00	30,500.00	-14.7%
5) TOTAL, REVENUES			35,773.26	48,334.00	35.1%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	78,826.34	75,308.00	-4.5%
2) Classified Salaries		2000-2999	19,830.89	24,525.00	23.7%
3) Employee Benefits		3000-3999	20,350.92	28,456.00	39.8%
4) Books and Supplies		4000-4999	3,419.74	8,338.00	143.8%
5) Services and Other Operating Expenditures		5000-5999	1,214.83	950.00	-21.8%
6) Capital Outlay		6000-6999	9,954.41	0.00	-100.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			133,597.13	137,577.00	3.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(97,823.87)	(89,243.00)	-8.8%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	76,037.00	New
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	76,037.00	New

Description	Resource Codes	Object Codes	2009-10 Unaudited Actuals	2010-11 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(97,823.87)	(13,208.00)	-86.5%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	174,806.32	76,982.45	-56.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			174,806.32	76,982.45	-56.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			174,806.32	76,982.45	-56.0%
2) Ending Balance, June 30 (E + F1e)			76,982.45	63,776.45	-17.2%
Components of Ending Fund Balance					
a) Reserve for					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
General Reserve		9730	0.00	0.00	0.0%
Legally Restricted Balance		9740	0.00	0.00	0.0%
b) Designated Amounts					
Designated for Economic Uncertainties		9770	0.00	0.00	0.0%
Designated for the Unrealized Gains of Investments and Cash in County Treasury		9775	0.00	0.00	0.0%
Other Designations		9780	0.00	0.00	0.0%
c) Undesignated Amount		9790	76,982.45		
d) Unappropriated Amount		9790		63,776.45	



Description	Resource Codes	Object Codes	2009-10 Unaudited Actuals	2010-11 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	76,861.46		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	311.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Fixed Assets		9400			
10) TOTAL, ASSETS			77,172.46		
<b>H. LIABILITIES</b>					
1) Accounts Payable		9500	14.12		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	175.89		
4) Current Loans		9640			
5) Deferred Revenue		9650	0.00		
6) Long-Term Liabilities		9660			
7) TOTAL, LIABILITIES			190.01		
<b>I. FUND EQUITY</b>					
Ending Fund Balance, June 30 (must agree with line F2) (G10 - H7)			76,982.45		

Description	Resource Codes	Object Codes	2009-10 Unaudited Actuals	2010-11 Budget	Percent Difference
<b>FEDERAL REVENUE</b>					
Interagency Contracts Between LEAs		8285	0.00	0.00	0.0%
NCLB / IASA (incl. ARRA)	3000-3299, 4000-4139, 4201-4215, 4810, 5510	8290	0.00	0.00	0.0%
Vocational and Applied Technology Education	3500-3699	8290	0.00	0.00	0.0%
Safe and Drug Free Schools	3700-3799	8290	0.00	0.00	0.0%
JTPA / WIA	5600-5625	8290	0.00	0.00	0.0%
Other Federal Revenue (incl. ARRA)	All Other	8290	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER STATE REVENUE</b>					
Other State Apportionments					
Adult Education					
Current Year	6390	8311	0.00	0.00	0.0%
Prior Years	6390	8319	0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	4.26	0.00	-100.0%
All Other State Revenue		8590	0.00	17,834.00	New
<b>TOTAL, OTHER STATE REVENUE</b>			<b>4.26</b>	<b>17,834.00</b>	<b>418538.5%</b>

Description	Resource Codes	Object Codes	2009-10 Unaudited Actuals	2010-11 Budget	Percent Difference
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	1,071.00	500.00	-53.3%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Adult Education Fees		8671	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	34,698.00	30,000.00	-13.5%
Tuition		8710	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>35,769.00</b>	<b>30,500.00</b>	<b>-14.7%</b>
<b>TOTAL REVENUES</b>			<b>35,773.26</b>	<b>48,334.00</b>	<b>35.1%</b>

Description	Resource Codes	Object Codes	2009-10 Unaudited Actuals	2010-11 Budget	Percent Difference
<b>CERTIFICATED SALARIES</b>					
Certificated Teachers' Salaries		1100	78,828.34	75,308.00	-4.5%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
<b>TOTAL, CERTIFICATED SALARIES</b>			<b>78,828.34</b>	<b>75,308.00</b>	<b>-4.5%</b>
<b>CLASSIFIED SALARIES</b>					
Classified Instructional Salaries		2100	5,177.94	9,965.00	92.5%
Classified Support Salaries		2200	157.13	0.00	-100.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	14,088.32	13,560.00	-3.8%
Other Classified Salaries		2900	407.50	1,000.00	145.4%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>19,830.89</b>	<b>24,525.00</b>	<b>23.7%</b>
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	4,308.60	6,214.00	44.3%
PERS		3201-3202	3,742.41	2,670.00	-28.7%
OASDI/Medicare/Alternative		3301-3302	4,325.68	2,971.00	-31.3%
Health and Welfare Benefits		3401-3402	5,260.63	14,245.00	170.8%
Unemployment Insurance		3501-3502	297.95	721.00	142.0%
Workers' Compensation		3601-3602	1,871.85	1,635.00	-12.6%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
PERS Reduction		3801-3802	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	546.00	0.00	-100.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>20,350.92</b>	<b>28,456.00</b>	<b>39.8%</b>
<b>BOOKS AND SUPPLIES</b>					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	288.68	0.00	-100.0%
Materials and Supplies		4300	3,131.06	8,338.00	166.3%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>3,419.74</b>	<b>8,338.00</b>	<b>143.8%</b>

Description	Resource Codes	Object Codes	2009-10 Unaudited Actuals	2010-11 Budget	Percent Difference
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	750.00	New
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	658.43	0.00	-100.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	196.64	0.00	-100.0%
Professional/Consulting Services and Operating Expenditures		5800	316.00	100.00	-68.4%
Communications		5900	43.76	100.00	128.5%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>1,214.83</b>	<b>950.00</b>	<b>-21.8%</b>
<b>CAPITAL OUTLAY</b>					
Land		6100	9,954.41	0.00	-100.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>9,954.41</b>	<b>0.00</b>	<b>-100.0%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Tuition					
Tuition, Excess Costs, and/or Deficit Payments					
Payments to Districts or Charter Schools		7141	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>

Description	Resource Codes	Object Codes	2009-10 Unaudited Actuals	2010-11 Budget	Percent Difference
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			0.00	0.00	0.0%
TOTAL, EXPENDITURES			133,597.13	137,577.00	3.0%

Description	Resource Codes	Object Codes	2009-10 Unaudited Actuals	2010-11 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8919	0.00	76,037.00	New
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			0.00	76,037.00	New
<b>INTERFUND TRANSFERS OUT</b>					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
Transfers of Restricted Balances		8997	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES</b> (a - b + c - d + e)			0.00	76,037.00	New

Description	Resource Codes	Object Codes	2009-10 Unaudited Actuals	2010-11 Budget	Percent Difference
<b>A. REVENUES</b>					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	720,736.43	726,907.00	0.9%
4) Other Local Revenue		8600-8799	864.55	4,250.00	391.6%
5) TOTAL, REVENUES			721,600.98	731,157.00	1.3%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	885.00	New
5) Services and Other Operating Expenditures		5000-5999	652,078.26	701,995.00	7.7%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	28,384.55	28,277.00	-0.4%
9) TOTAL, EXPENDITURES			680,462.81	731,157.00	7.4%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			41,138.17	0.00	-100.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	40,403.55	0.00	-100.0%
b) Transfers Out		7600-7629	40,403.55	0.00	-100.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%



Description	Resource Codes	Object Codes	2009-10 Unaudited Actuals	2010-11 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			41,138.17	0.00	-100.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	33,594.45	74,732.62	122.5%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			33,594.45	74,732.62	122.5%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			33,594.45	74,732.62	122.5%
2) Ending Balance, June 30 (E + F1e)			74,732.62	74,732.62	0.0%
Components of Ending Fund Balance					
a) Reserve for					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
General Reserve		9730	0.00	0.00	0.0%
Legally Restricted Balance		9740	0.00	0.00	0.0%
b) Designated Amounts					
Designated for Economic Uncertainties		9770	0.00	0.00	0.0%
Designated for the Unrealized Gains of Investments and Cash in County Treasury		9775	0.00	0.00	0.0%
Other Designations		9780	0.00	0.00	0.0%
c) Undesignated Amount		9790	74,732.62		
d) Unappropriated Amount		9790		74,732.62	

Description	Resource Codes	Object Codes	2009-10 Unaudited Actuals	2010-11 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	191,541.49		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	698.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Fixed Assets		9400			
10) TOTAL, ASSETS			192,239.49		
<b>H. LIABILITIES</b>					
1) Accounts Payable		9500	63,395.50		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	28,384.55		
4) Current Loans		9640			
5) Deferred Revenue		9650	25,726.82		
6) Long-Term Liabilities		9660			
7) TOTAL, LIABILITIES			117,506.87		
<b>I. FUND EQUITY</b>					
Ending Fund Balance, June 30 (must agree with line F2) (G10 - H7)			74,732.62		

Description	Resource Codes	Object Codes	2009-10 Unaudited Actuals	2010-11 Budget	Percent Difference
<b>FEDERAL REVENUE</b>					
Child Nutrition Programs		8220	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.0%
Other Federal Revenue (Incl. ARRA)		8290	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER STATE REVENUE</b>					
Child Nutrition Programs		8520	0.00	0.00	0.0%
Child Development Apportionments		8530	720,736.43	0.00	-100.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
State Preschool	6055-6056	8590	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	0.00	726,907.00	New
<b>TOTAL, OTHER STATE REVENUE</b>			<b>720,736.43</b>	<b>726,907.00</b>	<b>0.9%</b>
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.0%
Interest		8660	864.55	4,250.00	391.6%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Child Development Parent Fees		8673	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>864.55</b>	<b>4,250.00</b>	<b>391.6%</b>
<b>TOTAL, REVENUES</b>			<b>721,600.98</b>	<b>731,157.00</b>	<b>1.3%</b>

Description	Resource Codes	Object Codes	2009-10 Unaudited Actuals	2010-11 Budget	Percent Difference
<b>CERTIFICATED SALARIES</b>					
Certificated Teachers' Salaries		1100	0.00	0.00	0.0%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
<b>TOTAL, CERTIFICATED SALARIES</b>			0.00	0.00	0.0%
<b>CLASSIFIED SALARIES</b>					
Classified Instructional Salaries		2100	0.00	0.00	0.0%
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			0.00	0.00	0.0%
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
PERS Reduction		3801-3802	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			0.00	0.00	0.0%
<b>BOOKS AND SUPPLIES</b>					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	885.00	New
Noncapitalized Equipment		4400	0.00	0.00	0.0%
Food		4700	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			0.00	885.00	New

Description	Resource Codes	Object Codes	2009-10 Unaudited Actuals	2010-11 Budget	Percent Difference
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	652,078.26	701,995.00	7.7%
Communications		5900	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>652,078.26</b>	<b>701,995.00</b>	<b>7.7%</b>
<b>CAPITAL OUTLAY</b>					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>					
Transfers of Indirect Costs - Interfund		7350	28,384.55	28,277.00	-0.4%
<b>TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>			<b>28,384.55</b>	<b>28,277.00</b>	<b>-0.4%</b>
<b>TOTAL, EXPENDITURES</b>			<b>680,462.81</b>	<b>731,157.00</b>	<b>7.4%</b>

Description	Resource Codes	Object Codes	2009-10 Unaudited Actuals	2010-11 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
From: General Fund		8911	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	40,403.55	0.00	-100.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			<b>40,403.55</b>	<b>0.00</b>	<b>-100.0%</b>
<b>INTERFUND TRANSFERS OUT</b>					
Other Authorized Interfund Transfers Out		7619	40,403.55	0.00	-100.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			<b>40,403.55</b>	<b>0.00</b>	<b>-100.0%</b>
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, OTHER FINANCING SOURCES/USES</b> <b>(a - b + c - d + e)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>

Description	Resource Codes	Object Codes	2009-10 Unaudited Actuals	2010-11 Budget	Percent Difference
<b>A. REVENUES</b>					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	1,133,281.72	933,691.00	-17.6%
3) Other State Revenue		8300-8599	100,288.93	82,966.00	-17.3%
4) Other Local Revenue		8600-8799	446,033.81	445,657.00	-0.1%
5) TOTAL, REVENUES			1,679,604.46	1,462,314.00	-12.9%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	598,426.65	592,222.00	-1.0%
3) Employee Benefits		3000-3999	238,180.06	247,786.00	4.0%
4) Books and Supplies		4000-4999	759,123.35	575,296.00	-24.2%
5) Services and Other Operating Expenditures		5000-5999	39,212.13	47,010.00	19.9%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			1,634,942.19	1,462,314.00	-10.6%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			44,662.27	0.00	-100.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2009-10 Unaudited Actuals	2010-11 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			44,862.27	0.00	-100.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	127,963.78	172,626.05	34.9%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			127,963.78	172,626.05	34.9%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			127,963.78	172,626.05	34.9%
2) Ending Balance, June 30 (E + F1e)			172,626.05	172,626.05	0.0%
Components of Ending Fund Balance					
a) Reserve for					
Revolving Cash		9711	550.00	0.00	-100.0%
Stores		9712	21,251.79	0.00	-100.0%
Prepaid Expenditures		9713	7,087.73	0.00	-100.0%
All Others		9719	0.00	0.00	0.0%
General Reserve		9730	0.00	0.00	0.0%
Legally Restricted Balance		9740	0.00	0.00	0.0%
b) Designated Amounts					
Designated for Economic Uncertainties		9770	0.00	0.00	0.0%
Designated for the Unrealized Gains of Investments and Cash in County Treasury		9775	0.00	0.00	0.0%
Other Designations		9780	0.00	0.00	0.0%
c) Undesignated Amount		9790	143,736.53		
d) Unappropriated Amount		9790		172,626.05	



Description	Resource Codes	Object Codes	2009-10 Unaudited Actuals	2010-11 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	144,043.30		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	36.05		
c) in Revolving Fund		9130	550.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	5,738.01		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	21,251.79		
7) Prepaid Expenditures		9330	7,087.73		
8) Other Current Assets		9340	0.00		
9) Fixed Assets		9400			
10) TOTAL, ASSETS			178,706.88		
<b>H. LIABILITIES</b>					
1) Accounts Payable		9500	4,096.20		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	1,984.63		
4) Current Loans		9640			
5) Deferred Revenue		9650	0.00		
6) Long-Term Liabilities		9660			
7) TOTAL, LIABILITIES			6,080.83		
<b>I. FUND EQUITY</b>					
Ending Fund Balance, June 30 (must agree with line F2) (G10 - H7)			172,626.05		

Description	Resource Codes	Object Codes	2009-10 Unaudited Actuals	2010-11 Budget	Percent Difference
<b>REVENUE LIMIT SOURCES</b>					
Revenue Limit Transfers					
Unrestricted Revenue Limit Transfers - Current Year	0000	8091	0.00	0.00	0.0%
All Other Revenue Limit Transfers - Current Year	All Other	8091	0.00	0.00	0.0%
Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.0%
<b>TOTAL, REVENUE LIMIT SOURCES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>FEDERAL REVENUE</b>					
Child Nutrition Programs		8220	1,127,203.72	933,691.00	-17.2%
Other Federal Revenue (incl. ARRA)		8290	6,078.00	0.00	-100.0%
<b>TOTAL, FEDERAL REVENUE</b>			<b>1,133,281.72</b>	<b>933,691.00</b>	<b>-17.6%</b>
<b>OTHER STATE REVENUE</b>					
Child Nutrition Programs		8520	100,288.93	82,966.00	-17.3%
All Other State Revenue		8590	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>100,288.93</b>	<b>82,966.00</b>	<b>-17.3%</b>
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	446,176.51	445,157.00	-0.2%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	(726.00)	0.00	-100.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Interagency Services		8677	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	583.30	500.00	-14.3%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>446,033.81</b>	<b>445,657.00</b>	<b>-0.1%</b>
<b>TOTAL, REVENUES</b>			<b>1,679,604.46</b>	<b>1,462,314.00</b>	<b>-12.9%</b>

Description	Resource Codes	Object Codes	2009-10 Unaudited Actuals	2010-11 Budget	Percent Difference
<b>CERTIFICATED SALARIES</b>					
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
<b>TOTAL, CERTIFICATED SALARIES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>CLASSIFIED SALARIES</b>					
Classified Support Salaries		2200	505,297.89	499,635.00	-1.1%
Classified Supervisors' and Administrators' Salaries		2300	64,629.96	66,314.00	2.6%
Clerical, Technical and Office Salaries		2400	28,498.80	26,273.00	-7.8%
Other Classified Salaries		2900	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>598,426.65</b>	<b>592,222.00</b>	<b>-1.0%</b>
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	48,698.86	63,349.00	35.7%
OASDI/Medicare/Alternative		3301-3302	43,943.82	45,317.00	3.1%
Health and Welfare Benefits		3401-3402	127,854.63	110,302.00	-13.7%
Unemployment Insurance		3501-3502	1,849.68	4,270.00	130.9%
Workers' Compensation		3601-3602	11,628.87	10,585.00	-9.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
PERS Reduction		3801-3802	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	6,204.20	13,963.00	125.1%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>238,180.06</b>	<b>247,786.00</b>	<b>4.0%</b>
<b>BOOKS AND SUPPLIES</b>					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	74,763.11	75,000.00	0.3%
Noncapitalized Equipment		4400	37,404.26	45,000.00	20.3%
Food		4700	646,955.98	455,296.00	-29.6%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>759,123.35</b>	<b>575,296.00</b>	<b>-24.2%</b>

Description	Resource Codes	Object Codes	2009-10 Unaudited Actuals	2010-11 Budget	Percent Difference
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	3,158.95	1,160.00	-63.3%
Dues and Memberships		5300	1,926.33	4,000.00	107.6%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	24,461.09	28,650.00	17.1%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	3,000.00	New
Professional/Consulting Services and Operating Expenditures		5800	9,514.25	10,000.00	5.1%
Communications		5900	151.51	200.00	32.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>39,212.13</b>	<b>47,010.00</b>	<b>19.9%</b>
<b>CAPITAL OUTLAY</b>					
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>					
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, EXPENDITURES</b>			<b>1,634,942.19</b>	<b>1,462,314.00</b>	<b>-10.6%</b>

Description	Resource Codes	Object Codes	2009-10 Unaudited Actuals	2010-11 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
From: General Fund		8916	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
Transfers of Restricted Balances		8997	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)</b>					
			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2009-10 Unaudited Actuals	2010-11 Budget	Percent Difference
<b>A. REVENUES</b>					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	382,027.00	0.00	-100.0%
4) Other Local Revenue		8600-8799	9,705.00	26,668.00	174.8%
5) TOTAL REVENUES			391,732.00	26,668.00	-93.2%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	34,144.25	0.00	-100.0%
5) Services and Other Operating Expenditures		5000-5999	50,080.30	126,668.00	152.9%
6) Capital Outlay		6000-6999	88,045.66	0.00	-100.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL EXPENDITURES			172,270.21	126,668.00	-26.5%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			219,461.79	(100,000.00)	-145.6%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	(850,000.00)	0.00	-100.0%
4) TOTAL OTHER FINANCING SOURCES/USES			(850,000.00)	0.00	-100.0%

Description	Resource Codes	Object Codes	2009-10 Unaudited Actuals	2010-11 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(630,538.21)	(100,000.00)	-84.1%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	937,416.91	306,878.70	-67.3%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			937,416.91	306,878.70	-67.3%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			937,416.91	306,878.70	-67.3%
2) Ending Balance, June 30 (E + F1e)			306,878.70	206,878.70	-32.6%
Components of Ending Fund Balance					
a) Reserve for					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
General Reserve		9730	0.00	0.00	0.0%
Legally Restricted Balance		9740	0.00	0.00	0.0%
b) Designated Amounts					
Designated for Economic Uncertainties		9770	0.00	0.00	0.0%
Designated for the Unrealized Gains of Investments and Cash in County Treasury		9775	0.00	0.00	0.0%
Other Designations		9780	0.00	0.00	0.0%
c) Undesignated Amount		9790	306,878.70		
d) Unappropriated Amount		9790		206,878.70	

Description	Resource Codes	Object Codes	2009-10 Unaudited Actuals	2010-11 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	1,164,825.70		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	3,430.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Fixed Assets		9400			
10) TOTAL ASSETS			1,168,255.70		
<b>H. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	881,377.00		
4) Current Loans		9640			
5) Deferred Revenue		9650	0.00		
6) Long-Term Liabilities		9660			
7) TOTAL LIABILITIES			881,377.00		
<b>I. FUND EQUITY</b>					
Ending Fund Balance, June 30 (must agree with line F2) (G10 - H7)			306,878.70		



Description	Resource Codes	Object Codes	2009-10 Unaudited Actuals	2010-11 Budget	Percent Difference
<b>OTHER STATE REVENUE</b>					
Deferred Maintenance Allowance		8540	0.00	0.00	0.0%
All Other State Revenue		8590	382,027.00	0.00	-100.0%
<b>TOTAL, OTHER STATE REVENUE</b>			382,027.00	0.00	-100.0%
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	9,705.00	26,668.00	174.8%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			9,705.00	26,668.00	174.8%
<b>TOTAL, REVENUES</b>			391,732.00	26,668.00	-93.2%

Description	Resource Codes	Object Codes	2009-10 Unaudited Actuals	2010-11 Budget	Percent Difference
<b>CLASSIFIED SALARIES</b>					
Classified Support Salaries		2200	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			0.00	0.00	0.0%
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
PERS Reduction		3801-3802	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			0.00	0.00	0.0%
<b>BOOKS AND SUPPLIES</b>					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	23,666.44	0.00	-100.0%
Noncapitalized Equipment		4400	10,477.81	0.00	-100.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			34,144.25	0.00	-100.0%

Description	Resource Codes	Object Codes	2009-10 Unaudited Actuals	2010-11 Budget	Percent Difference
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	48,414.97	126,668.00	161.6%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	1,665.33	0.00	-100.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>50,080.30</b>	<b>126,668.00</b>	<b>152.9%</b>
<b>CAPITAL OUTLAY</b>					
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	29,999.00	0.00	-100.0%
Equipment		6400	15,225.00	0.00	-100.0%
Equipment Replacement		6500	42,821.66	0.00	-100.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>88,045.66</b>	<b>0.00</b>	<b>-100.0%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, EXPENDITURES</b>			<b>172,270.21</b>	<b>126,668.00</b>	<b>-26.5%</b>

Description	Resource Codes	Object Codes	2009-10 Unaudited Actuals	2010-11 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
From: General, Special Reserve, & Building Funds		8915	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
Other Authorized Interfund Transfers Out		7819	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8985	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7851	0.00	0.00	0.0%
All Other Financing Uses		7899	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
Transfers of Restricted Balances		8997	(850,000.00)	0.00	-100.0%
(e) TOTAL, CONTRIBUTIONS			(850,000.00)	0.00	-100.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)</b>					
			(850,000.00)	0.00	-100.0%

Description	Resource Codes	Object Codes	2009-10 Unaudited Actuals	2010-11 Budget	Percent Difference
<b>A. REVENUES</b>					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	22,833.00	56,058.00	145.5%
5) TOTAL, REVENUES			22,833.00	56,058.00	145.5%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			22,833.00	56,058.00	145.5%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	1,010,000.00	New
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	(1,010,000.00)	New

Description	Resource Codes	Object Codes	2009-10 Unaudited Actuals	2010-11 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			22,833.00	(953,942.00)	-4277.9%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	2,294,540.81	2,317,373.81	1.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			2,294,540.81	2,317,373.81	1.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			2,294,540.81	2,317,373.81	1.0%
2) Ending Balance, June 30 (E + F1e)			2,317,373.81	1,363,431.81	-41.2%
Components of Ending Fund Balance					
a) Reserve for					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
General Reserve		9730	0.00	0.00	0.0%
Legally Restricted Balance		9740	0.00	0.00	0.0%
b) Designated Amounts					
Designated for Economic Uncertainties		9770	0.00	0.00	0.0%
Designated for the Unrealized Gains of Investments and Cash in County Treasury		9775	0.00	0.00	0.0%
Other Designations		9780	0.00	0.00	0.0%
c) Undesignated Amount		9790	2,317,373.81		
d) Unappropriated Amount		9790		1,363,431.81	

Description	Resource Codes	Object Codes	2009-10 Unaudited Actuals	2010-11 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	2,310,450.81		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	6,923.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Fixed Assets		9400			
10) TOTAL, ASSETS			2,317,373.81		
<b>H. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Deferred Revenue		9650	0.00		
6) Long-Term Liabilities		9660			
7) TOTAL, LIABILITIES			0.00		
<b>I. FUND EQUITY</b>					
Ending Fund Balance, June 30 (must agree with line F2) (G10 - H7)			2,317,373.81		

Description	Resource Codes	Object Codes	2009-10 Unaudited Actuals	2010-11 Budget	Percent Difference
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	22,833.00	56,058.00	145.5%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>22,833.00</b>	<b>56,058.00</b>	<b>145.5%</b>
<b>TOTAL, REVENUES</b>			<b>22,833.00</b>	<b>56,058.00</b>	<b>145.5%</b>



Description	Resource Codes	Object Codes	2009-10 Unaudited Actuals	2010-11 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
From: General Fund/CSSF		8912	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
To: General Fund/CSSF		7612	0.00	1,010,000.00	New
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
To: Deferred Maintenance Fund		7615	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	1,010,000.00	New
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES</b> (a - b + c - d)			0.00	(1,010,000.00)	New

Description	Resource Codes	Object Codes	2009-10 Unaudited Actuals	2010-11 Budget	Percent Difference
<b>A. REVENUES</b>					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	247,686.79	36,473.00	-85.3%
5) TOTAL, REVENUES			247,686.79	36,473.00	-85.3%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	6,747.71	0.00	-100.0%
3) Employee Benefits		3000-3999	648.33	0.00	-100.0%
4) Books and Supplies		4000-4999	34,191.39	0.00	-100.0%
5) Services and Other Operating Expenditures		5000-5999	10,668.09	36,473.00	241.9%
6) Capital Outlay		6000-6999	8,711,207.48	0.00	-100.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			8,763,463.00	36,473.00	-99.6%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(8,515,776.21)	0.00	-100.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2009-10 Unaudited Actuals	2010-11 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(8,515,776.21)	0.00	-100.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	10,341,041.55	1,825,265.34	-82.3%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			10,341,041.55	1,825,265.34	-82.3%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			10,341,041.55	1,825,265.34	-82.3%
2) Ending Balance, June 30 (E + F1e)			1,825,265.34	1,825,265.34	0.0%
Components of Ending Fund Balance					
a) Reserve for					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
General Reserve		9730	0.00	0.00	0.0%
Legally Restricted Balance		9740	0.00	0.00	0.0%
b) Designated Amounts					
Designated for Economic Uncertainties		9770	0.00	0.00	0.0%
Designated for the Unrealized Gains of Investments and Cash in County Treasury		9775	0.00	0.00	0.0%
Other Designations		9780	0.00	0.00	0.0%
c) Undesignated Amount		9790	1,825,265.34		
d) Unappropriated Amount		9790		1,825,265.34	

Description	Resource Codes	Object Codes	2009-10 Unaudited Actuals	2010-11 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	1,617,081.32		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	212,174.90		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	5,726.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Fixed Assets		9400			
10) TOTAL, ASSETS			1,834,982.22		
<b>H. LIABILITIES</b>					
1) Accounts Payable		9500	8,328.08		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	1,388.80		
4) Current Loans		9640			
5) Deferred Revenue		9650	0.00		
6) Long-Term Liabilities		9660			
7) TOTAL, LIABILITIES			9,716.88		
<b>I. FUND EQUITY</b>					
Ending Fund Balance, June 30 (must agree with line F2) (G10 - H7)			1,825,265.34		

Description	Resource Codes	Object Codes	2009-10 Unaudited Actuals	2010-11 Budget	Percent Difference
<b>FEDERAL REVENUE</b>					
FEMA		8281	0.00	0.00	0.0%
Other Federal Revenue (incl. ARRA)		8290	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			0.00	0.00	0.0%
<b>OTHER STATE REVENUE</b>					
Tax Relief Subventions Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			0.00	0.00	0.0%
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue County and District Taxes					
Other Restricted Levies Secured Roll		8615	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes Parcel Taxes		8621	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to RL Deduction		8625	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-Revenue Limit Taxes		8629	0.00	0.00	0.0%
Sales Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	247,686.79	38,473.00	-85.3%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			247,686.79	38,473.00	-85.3%
<b>TOTAL, REVENUES</b>			247,686.79	38,473.00	-85.3%

Description	Resource Codes	Object Codes	2009-10 Unaudited Actuals	2010-11 Budget	Percent Difference
<b>CLASSIFIED SALARIES</b>					
Classified Support Salaries		2200	6,747.71	0.00	-100.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>6,747.71</b>	<b>0.00</b>	<b>-100.0%</b>
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	500.97	0.00	-100.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	20.24	0.00	-100.0%
Workers' Compensation		3601-3602	127.12	0.00	-100.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
PERS Reduction		3801-3802	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>648.33</b>	<b>0.00</b>	<b>-100.0%</b>
<b>BOOKS AND SUPPLIES</b>					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	7,274.75	0.00	-100.0%
Noncapitalized Equipment		4400	28,916.64	0.00	-100.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>34,191.39</b>	<b>0.00</b>	<b>-100.0%</b>
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2009-10 Unaudited Actuals	2010-11 Budget	Percent Difference
Professional/Consulting Services and Operating Expenditures		5800	10,668.09	36,473.00	241.9%
Communications		5900	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>10,668.09</b>	<b>36,473.00</b>	<b>241.9%</b>
<b>CAPITAL OUTLAY</b>					
Land		6100	42,413.59	0.00	-100.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	8,848,312.64	0.00	-100.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	20,481.25	0.00	-100.0%
Equipment Replacement		6500	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>8,711,207.48</b>	<b>0.00</b>	<b>-100.0%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Repayment of State School Building Fund Ald - Proceeds from Bonds		7435	0.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, EXPENDITURES</b>			<b>8,763,463.00</b>	<b>36,473.00</b>	<b>-99.6%</b>

Description	Resource Codes	Object Codes	2009-10 Unaudited Actuals	2010-11 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>INTERFUND TRANSFERS OUT</b>					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
To: Deferred Maintenance Fund		7615	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>



Description	Resource Codes	Object Codes	2009-10 Unaudited Actuals	2010-11 Budget	Percent Difference
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Proceeds					
Proceeds from Sale of Bonds		8951	0.00	0.00	0.0%
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.0%
Other Sources					
County School Bldg Aid		8961	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)</b>			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2009-10 Unaudited Actuals	2010-11 Budget	Percent Difference
<b>A. REVENUES</b>					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	(8,395.24)	0.00	-100.0%
5) TOTAL, REVENUES			(8,395.24)	0.00	-100.0%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(8,395.24)	0.00	-100.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2009-10 Unaudited Actuals	2010-11 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(8,395.24)	0.00	-100.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	(1,302,356.22)	(1,310,751.48)	0.6%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			(1,302,356.22)	(1,310,751.48)	0.6%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			(1,302,356.22)	(1,310,751.48)	0.6%
2) Ending Balance, June 30 (E + F1e)			(1,310,751.48)	(1,310,751.48)	0.0%
Components of Ending Fund Balance					
a) Reserve for					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
General Reserve		9730	0.00	0.00	0.0%
Legally Restricted Balance		9740	0.00	0.00	0.0%
b) Designated Amounts					
Designated for Economic Uncertainties		9770	0.00	0.00	0.0%
Designated for the Unrealized Gains of Investments and Cash in County Treasury		9775	0.00	0.00	0.0%
Other Designations		9780	0.00	0.00	0.0%
c) Undesignated Amount		9790	(1,310,751.48)		
d) Unappropriated Amount		9790		(1,310,751.48)	

Description	Resource Codes	Object Codes	2009-10 Unaudited Actuals	2010-11 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	(1,306,834.46)		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Fixed Assets		9400			
10) TOTAL, ASSETS			(1,306,834.46)		
<b>H. LIABILITIES</b>					
1) Accounts Payable		9500	3,917.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Deferred Revenue		9650	0.00		
6) Long-Term Liabilities		9660			
7) TOTAL, LIABILITIES			3,917.00		
<b>I. FUND EQUITY</b>					
Ending Fund Balance, June 30 (must agree with line F2) (G10 - H7)			(1,310,751.46)		

Description	Resource Codes	Object Codes	2009-10 Unaudited Actuals	2010-11 Budget	Percent Difference
<b>OTHER STATE REVENUE</b>					
Tax Relief Subventions Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			0.00	0.00	0.0%
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue County and District Taxes					
Other Restricted Levies Secured Roll		8615	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes Parcel Taxes		8621	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to RL Deduction		8625	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-Revenue Limit Taxes		8629	0.00	0.00	0.0%
Sales Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	(12,934.00)	(31,667.00)	144.8%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Mitigation/Developer Fees		8681	4,538.76	31,667.00	597.7%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			(8,395.24)	0.00	-100.0%
<b>TOTAL, REVENUES</b>			(8,395.24)	0.00	-100.0%

Description	Resource Codes	Object Codes	2009-10 Unaudited Actuals	2010-11 Budget	Percent Difference
<b>CERTIFICATED SALARIES</b>					
Other Certificated Salaries		1900	0.00	0.00	0.0%
<b>TOTAL, CERTIFICATED SALARIES</b>			0.00	0.00	0.0%
<b>CLASSIFIED SALARIES</b>					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			0.00	0.00	0.0%
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
PERS Reduction		3801-3802	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			0.00	0.00	0.0%
<b>BOOKS AND SUPPLIES</b>					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2009-10 Unaudited Actuals	2010-11 Budget	Percent Difference
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			0.00	0.00	0.0%
<b>CAPITAL OUTLAY</b>					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			0.00	0.00	0.0%
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			0.00	0.00	0.0%
<b>TOTAL, EXPENDITURES</b>			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2009-10 Unaudited Actuals	2010-11 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>INTERFUND TRANSFERS OUT</b>					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Proceeds					
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, OTHER FINANCING SOURCES/USES</b> (a - b + c - d + e)			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>



Description	Resource Codes	Object Codes	2009-10 Unaudited Actuals	2010-11 Budget	Percent Difference
<b>A. REVENUES</b>					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	20,713.90	2,862.00	-86.2%
5) TOTAL, REVENUES			20,713.90	2,862.00	-86.2%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	2,862.00	New
6) Capital Outlay		6000-6999	11,633.13	0.00	-100.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			11,633.13	2,862.00	-75.4%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			9,080.77	0.00	-100.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2009-10 Unaudited Actuals	2010-11 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			9,080.77	0.00	-100.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	1,025,592.62	1,034,673.39	0.9%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,025,592.62	1,034,673.39	0.9%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,025,592.62	1,034,673.39	0.9%
2) Ending Balance, June 30 (E + F1e)			1,034,673.39	1,034,673.39	0.0%
Components of Ending Fund Balance					
a) Reserve for					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
General Reserve		9730	0.00	0.00	0.0%
Legally Restricted Balance		9740	0.00	0.00	0.0%
b) Designated Amounts					
Designated for Economic Uncertainties		9770	0.00	0.00	0.0%
Designated for the Unrealized Gains of Investments and Cash in County Treasury		9775	0.00	0.00	0.0%
Other Designations		9780	0.00	0.00	0.0%
c) Undesignated Amount		9790	1,034,673.39		
d) Unappropriated Amount		9790		1,034,673.39	

Description	Resource Codes	Object Codes	2009-10 Unaudited Actuals	2010-11 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	1,031,306.39		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	3,637.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Fixed Assets		9400			
10) TOTAL, ASSETS			1,034,943.39		
<b>H. LIABILITIES</b>					
1) Accounts Payable		9500	270.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Deferred Revenue		9650	0.00		
6) Long-Term Liabilities		9660			
7) TOTAL, LIABILITIES			270.00		
<b>I. FUND EQUITY</b>					
Ending Fund Balance, June 30 (must agree with line F2) (G10 - H7)			1,034,673.39		

Description	Resource Codes	Object Codes	2009-10 Unaudited Actuals	2010-11 Budget	Percent Difference
<b>FEDERAL REVENUE</b>					
Other Federal Revenue (incl. ARRA)		8290	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			0.00	0.00	0.0%
<b>OTHER STATE REVENUE</b>					
School Facilities Apportionments		8545	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			0.00	0.00	0.0%
<b>OTHER LOCAL REVENUE</b>					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	17,851.00	2,862.00	-84.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	2,862.90	0.00	-100.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			20,713.90	2,862.00	-86.2%
<b>TOTAL, REVENUES</b>			20,713.90	2,862.00	-86.2%

Description	Resource Codes	Object Codes	2009-10 Unaudited Actuals	2010-11 Budget	Percent Difference
<b>CLASSIFIED SALARIES</b>					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			0.00	0.00	0.0%
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
PERS Reduction		3801-3802	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			0.00	0.00	0.0%
<b>BOOKS AND SUPPLIES</b>					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2009-10 Unaudited Actuals	2010-11 Budget	Percent Difference
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	2,862.00	New
Communications		5900	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>0.00</b>	<b>2,862.00</b>	<b>New</b>
<b>CAPITAL OUTLAY</b>					
Land		6100	1,276.25	0.00	-100.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	10,356.88	0.00	-100.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>11,633.13</b>	<b>0.00</b>	<b>-100.0%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Other Transfers Out					
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, EXPENDITURES</b>			<b>11,633.13</b>	<b>2,862.00</b>	<b>-75.4%</b>

Description	Resource Codes	Object Codes	2009-10 Unaudited Actuals	2010-11 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
To: State School Building Fund/ County School Facilities Fund From: All Other Funds		8913	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>INTERFUND TRANSFERS OUT</b>					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>

Description	Resource Codes	Object Codes	2009-10 Unaudited Actuals	2010-11 Budget	Percent Difference
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Proceeds					
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, OTHER FINANCING SOURCES/USES</b> <b>(a - b + c - d + e)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>



Unaudited Actuals  
2009-10 Unaudited Actuals  
Bond Interest and Redemption Fund  
Analysis of Bonded Indebtedness

<b>BOND DESCRIPTION</b>		<b>Treasurer</b>	<b>Total</b>
<b>OUTSTANDING BONDED INDEBTEDNESS</b>	<b>July 1</b>	<b>42,310,391.00</b>	<b>42,310,391.00</b>
Bonds from Acquired District			0.00
Bonds Sold			0.00
Subtotal		42,310,391.00	42,310,391.00
Less: Bonds to Acquiring District			0.00
Less: Bonds Redeemed		734,701.00	734,701.00
<b>OUTSTANDING BONDED INDEBTEDNESS</b>	<b>June 30</b>	<b>41,575,690.00</b>	<b>41,575,690.00</b>
1. Restricted Balance, July 1	2009-10	1,733,408.00	1,733,408.00
2. Tax Receipts	2009-10	1,690,245.00	1,690,245.00
3. State and Federal Apportionments	2009-10	30,618.00	30,618.00
4. Other Designated Revenue	2009-10	10,658.00	10,658.00
5. Subtotal (Sum of lines 1 through 4)		3,464,929.00	3,464,929.00
6. Less: Actual Expenditures or Other Uses	2009-10	1,640,180.00	1,640,180.00
7. Restricted Balance, June 30 (Line 5 minus 6)	2009-10	1,824,749.00	1,824,749.00
8. Estimated Tax Receipts on the Unsecured Roll	2010-11	10,498.00	10,498.00
9. Estimated State and Federal Apportionments	2010-11	40,781.00	40,781.00
10. Other Estimated Revenue	2010-11	103,171.00	103,171.00
11. Subtotal (Sum of lines 7 through 10)		1,979,199.00	1,979,199.00
12. Amount Budgeted for Expenditures, Other Uses, Transfers, and/or Reserve	2010-11	4,115,948.00	4,115,948.00
13. Maximum Amount: District Secured Tax Requirements (Line 12 minus 11)	2010-11	2,136,749.00	2,136,749.00
14. TAX RATE (For use by County Auditor or entry of data secured from auditor)			
a) COMPUTED	2010-11	0.12820	0.12820
b) LEVIED	2010-11	0.12820	0.12820

**UNAUDITED ACTUAL FINANCIAL REPORT:**

To the County Superintendent of Schools:

**2009-10 UNAUDITED ACTUAL FINANCIAL REPORT.** This report was prepared in accordance with Education Code Section 41010 and is hereby approved and filed by the governing board of the school district pursuant to Education Code Section 42100.

Signed \_\_\_\_\_  
Clerk/Secretary of the Governing Board  
(Original signature required)

Date of Meeting: Sep 15, 2010

To the Superintendent of Public Instruction:

**2009-10 UNAUDITED ACTUAL FINANCIAL REPORT.** This report has been verified for accuracy by the County Superintendent of Schools pursuant to Education Code Section 42100.

Signed \_\_\_\_\_  
County Superintendent/Designee  
(Original signature required)

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

For additional information on the unaudited actual reports, please contact:

For County Office of Education:

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**SELECTION OF BUDGET ADOPTION CYCLE:**

Pursuant to Education Code Section 42127(i), this school district elects to use the following budget adoption cycle for the 2011-12 budget year:

( S ) Budget Adoption Cycle ('D' for Dual or 'S' for Single)

Unaudited Actuals  
FINANCIAL REPORTS  
2009-10 Unaudited Actuals  
Summary of Unaudited Actual Data Submission

Following is a summary of the critical data elements contained in your unaudited actual data. Since these data may have fiscal implications for your agency, please verify their accuracy before filing your unaudited actual financial reports.

Form	Description	Value
CEA	<b>Percent of Current Cost of Education Expended for Classroom Compensation</b> Must equal or exceed 60% for elementary, 55% for unified, and 50% for high school districts or future apportionments may be affected. (EC 41372)	65.19%
	<b>CEA Deficiency Amount</b> Applicable to districts not exempt from the requirement and not meeting the minimum classroom compensation percentage - see Form CEA for further details.	\$0.00
CORR	<b>Total Cost for Adults in Correctional Facilities</b> If the amount received for this program exceeds actual costs, the next apportionment is subject to reduction (EC 1909, 41841.5, and the Budget Act).	
DAY	<b>Excess Program Revenues</b> Must spend 90% of revenues on direct instructional and documented support costs (EC 48660.2[b]). A positive number here indicates that less than 90% was spent, subjecting the next apportionment to reduction.	
GANN	<b>Adjustments to Appropriations Limit Per Government Code Section 7902.1</b> If this amount is not zero, it represents an increase to your appropriations limit. The Department of Finance must be notified of increases within 45 days of budget adoption.	\$0.00
	<b>Adjusted Appropriations Limit</b>	\$25,376,028.90
	<b>Appropriations Subject to Limit</b>	\$25,376,028.90
	These amounts represent the board approved Appropriations Limit and Appropriations Subject to Limit pursuant to Government Code Section 7906 and EC 42132.	
ICR	<b>Preliminary Proposed Indirect Cost Rate</b> Fixed-with-carry-forward indirect cost rate for use in 2011-12, subject to CDE approval.	5.36%
NCMOE	<b>No Child Left Behind (NCLB) Maintenance of Effort (MOE) Determination</b> If MOE Not Met, the 2011-12 apportionment may be reduced by the lesser of the following two percentages: MOE Deficiency Percentage - Based on Total Expenditures MOE Deficiency Percentage - Based on Expenditures Per ADA	MOE Met
TRAN	<b>Approved Transportation Expense - Home-to-School</b>	\$326,436.26
	<b>Approved Transportation Expense - SD/OI</b> For each of these programs, if the amount received exceeds actual costs, the next apportionment is subject to reduction (EC 41851.5[c]).	\$657,330.71

Description	2009-10 Unaudited Actuals			2010-11 Budget		
	P-2 ADA	Annual ADA	Revenue Limit ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Revenue Limit ADA
<b>ELEMENTARY</b>						
1. General Education			3,233.38	3,102.74	3,102.74	3,115.24
a. Kindergarten	331.18	332.09				
b. Grades One through Three	1,016.19	1,017.97				
c. Grades Four through Six	1,032.42	1,032.09				
d. Grades Seven and Eight	734.91	735.35				
e. Opportunity Schools and Full-Day Opportunity Classes						
f. Home and Hospital	0.54	0.74				
g. Community Day School						
2. Special Education						
a. Special Day Class	125.56	125.35	130.37	125.56	125.56	125.56
b. Nonpublic, Nonsectarian Schools (EC 56366[a][7])	4.86	6.84	4.81	4.86	4.86	4.86
c. Nonpublic, Nonsectarian Schools - Licensed Children's Institutions	0.61	0.88	1.07	0.61	0.81	0.61
3. TOTAL, ELEMENTARY	3,246.27	3,251.31	3,369.63	3,233.77	3,233.77	3,246.27
<b>HIGH SCHOOL</b>						
4. General Education			1,416.92	1,354.73	1,354.73	1,367.23
a. Grades Nine through Twelve	1,279.11	1,264.93				
b. Continuation Education	88.12	90.01				
c. Opportunity Schools and Full-Day Opportunity Classes						
d. Home and Hospital		0.09				
e. Community Day School						
5. Special Education						
a. Special Day Class	66.75	66.43	66.25	66.75	66.75	66.75
b. Nonpublic, Nonsectarian Schools (EC 56366[a][7])	6.83	9.13	11.38	6.83	6.83	6.83
c. Nonpublic, Nonsectarian Schools - Licensed Children's Institutions	1.00	1.23	0.08	1.00	1.00	1.00
6. TOTAL, HIGH SCHOOL	1,441.81	1,431.82	1,494.63	1,429.31	1,429.31	1,441.81
<b>COUNTY SUPPLEMENT</b>						
7. County Community Schools (EC 1982[a])						
a. Elementary						
b. High School						
8. Special Education						
a. Special Day Class - Elementary	20.05	20.21	18.56	20.05	20.05	20.05
b. Special Day Class - High School	15.84	15.30	14.21	15.84	15.84	15.84
c. Nonpublic, Nonsectarian Schools - Elementary						
d. Nonpublic, Nonsectarian Schools - High School						
e. Nonpublic, Nonsectarian Schools - Licensed Children's Institutions - Elementary						
f. Nonpublic, Nonsectarian Schools - Licensed Children's Institutions - High School						
9. TOTAL, ADA REPORTED BY COUNTY OFFICES	35.89	35.51	32.77	35.89	35.89	35.89
10. TOTAL, K-12 ADA (sum lines 3, 6, and 9)	4,723.97	4,718.64	4,897.03	4,698.97	4,698.97	4,723.97
11. ADA for Necessary Small Schools also included in lines 3 and 6.						
12. REGIONAL OCCUPATIONAL CENTERS & PROGRAMS*						

Description	2009-10 Unaudited Actuals			2010-11 Budget		
	P-2 ADA	Annual ADA	Revenue Limit ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Revenue Limit ADA
<b>CLASSES FOR ADULTS</b>						
13. Concurrently Enrolled Secondary Students*						
14. Adults Enrolled, State Apportioned*						
15. Students 21 Years or Older and Students 19 or Older Not Continuously Enrolled Since Their 18th Birthday, Participating in Full-Time Independent Study*						
16. TOTAL, CLASSES FOR ADULTS (sum lines 13 through 15)						
17. Adults in Correctional Facilities						
18. TOTAL, ADA (sum lines 10, 12, 16, and 17)	4,723.97	4,718.64	4,897.03	4,698.97	4,698.97	4,723.97
<b>SUPPLEMENTAL INSTRUCTIONAL HOURS</b>						
19. ELEMENTARY*						
20. HIGH SCHOOL*						
21. TOTAL, SUPPLEMENTAL INSTRUCTIONAL HOURS (sum lines 19 and 20)						
<b>COMMUNITY DAY SCHOOLS - Additional Funds</b>						
22. ELEMENTARY						
a. 5th & 6th Hour (ADA) - Mandatory Expelled Pupils only						
b. 7th & 8th Hour Pupil Hours (Hours)*						
23. HIGH SCHOOL						
a. 5th & 6th Hour (ADA) - Mandatory Expelled Pupils only						
b. 7th & 8th Hour Pupil Hours (Hours)*						
<b>CHARTER SCHOOLS</b>						
24. Charter ADA Funded Through the Block Grant						
a. Charters Sponsored by Unified Districts - Resident (EC 47660) (applicable only for unified districts with Charter School General Purpose Block Grant Offset recorded on line 30 in Form RL)						
b. All Other Block Grant Funded Charters						
25. Charter ADA Funded Through the Revenue Limit						
26. TOTAL, CHARTER SCHOOLS ADA (sum lines 24a, 24b, and 25)	0.00	0.00	0.00	0.00	0.00	0.00
27. SUPPLEMENTAL INSTRUCTIONAL HOURS*						

\*ADA is no longer collected as a result of flexibility provisions of SBX3 4 (Chapter 12, Statutes of 2009), currently in effect for a five-year period from 2008-09 through 2012-13.

	Unaudited Balance July 1	Audit Adjustments/ Restatements	Audited Balance July 1	Increases	Decreases	Ending Balance June 30
<b>Governmental Activities:</b>						
Capital assets not being depreciated:						
Land	10,509,396.00		10,509,396.00			10,509,396.00
Work in Progress	11,722,409.14		11,722,409.14	8,760,596.13		20,483,005.27
Total capital assets not being depreciated	22,231,805.14	0.00	22,231,805.14	8,760,596.13	0.00	30,992,401.27
Capital assets being depreciated:						
Land Improvements	13,644,136.32		13,644,136.32	9,954.41		13,654,090.73
Buildings	71,616,896.16		71,616,896.16			71,616,896.16
Equipment	2,887,402.04		2,887,402.04	39,818.75	5,700.00	2,921,520.79
Total capital assets being depreciated	88,148,434.52	0.00	88,148,434.52	49,773.16	5,700.00	88,192,507.68
Accumulated Depreciation for:						
Land Improvements	(7,474,828.00)	(735,374.00)	(8,210,202.00)			(8,210,202.00)
Buildings	(22,474,659.00)	(2,147,228.00)	(24,621,887.00)			(24,621,887.00)
Equipment	(2,249,789.00)	20,161.00	(2,229,628.00)			(2,229,628.00)
Total accumulated depreciation	(32,199,276.00)	(2,862,441.00)	(35,061,717.00)	0.00	0.00	(35,061,717.00)
Total capital assets being depreciated, net	55,949,158.52	(2,862,441.00)	53,086,717.52	49,773.16	5,700.00	53,130,790.68
Governmental activity capital assets, net	78,180,963.66	(2,862,441.00)	75,318,522.66	8,810,369.29	5,700.00	84,123,191.95
<b>Business-Type Activities:</b>						
Capital assets not being depreciated:						
Land			0.00			0.00
Work in Progress			0.00			0.00
Total capital assets not being depreciated	0.00	0.00	0.00	0.00	0.00	0.00
Capital assets being depreciated:						
Land Improvements			0.00			0.00
Buildings			0.00			0.00
Equipment			0.00			0.00
Total capital assets being depreciated	0.00	0.00	0.00	0.00	0.00	0.00
Accumulated Depreciation for:						
Land Improvements			0.00			0.00
Buildings			0.00			0.00
Equipment			0.00			0.00
Total accumulated depreciation	0.00	0.00	0.00	0.00	0.00	0.00
Total capital assets being depreciated, net	0.00	0.00	0.00	0.00	0.00	0.00
Business-type activity capital assets, net	0.00	0.00	0.00	0.00	0.00	0.00

2009-10 Unaudited Actuals  
FEDERAL GRANT AWARDS,  
REVENUES, AND EXPENDITURES - ALL FUNDS  
SCHEDULE FOR CATEGORICALS SUBJECT TO DEFERRED REVENUES

FEDERAL PROGRAM NAME	Title I	ARRA Title I	Sp Ed IDEA	Sp Ed	Sp Ed Pre School	ARRA SpEd Pre School	Sp Ed Local
FEDERAL CATALOG NUMBER	84.01		84.027		84.173		84.027A
RESOURCE CODE	3010	3011	3310	3313	3315	3319	3320
REVENUE OBJECT	8290	8290	8181	8181	8182	8182	8182
LOCAL DESCRIPTION (if any)							
<b>AWARD</b>							
1. Prior Year Carryover	459,049.92	468,084.00	0.00	821,776.13	0.00	25,301.50	0.00
2. a. Current Year Award	1,008,850.00	0.00	920,725.00		22,232.00	233.00	44,400.00
b. Transferability (NCLB)							
c. Other Adjustments							
d. Adj Curr Yr Award							
(sum lines 2a, 2b, & 2c)	1,008,850.00	0.00	920,725.00	0.00	22,232.00	233.00	44,400.00
3. Required Matching Funds/Other							
4. Total Available Award							
(sum lines 1, 2d, & 3)	1,467,899.92	468,084.00	920,725.00	821,776.13	22,232.00	25,534.50	44,400.00
<b>REVENUES</b>							
5. Revenue Deferred from Prior Year	0.00	210,638.00	690,543.75	34,812.13	0.00	3,798.50	0.00
6. Cash Received in Current Year	1,269,497.32	94,737.00		351,843.00	16,674.00	1,181.00	33,300.00
7. Contributed Matching Funds							
8. Total Available (sum lines 5, 6, & 7)	1,269,497.32	305,375.00	690,543.75	386,655.13	16,674.00	4,979.50	33,300.00
<b>EXPENDITURES</b>							
9. Donor-Authorized Expenditures	896,916.48	337,869.74	920,725.00	684,717.81	22,232.00	25,534.50	44,400.00
10. Non Donor-Authorized Expenditures			142,314.70				
11. Total Expenditures (lines 9 & 10)	896,916.48	337,869.74	1,063,039.70	684,717.81	22,232.00	25,534.50	44,400.00
12. Amounts Included in Line 6 above for Prior Year Adjustments							
13. Calculation of Deferred Revenue or A/P, & A/R amounts (line 8 minus line 9 plus line 12)	372,580.84	(32,494.74)	(230,181.25)	(298,062.68)	(5,558.00)	(20,555.00)	(11,100.00)
a. Deferred Revenue	372,580.84						
b. Accounts Payable							
c. Accounts Receivable		32,494.74	230,181.25	298,062.68	5,558.00	20,555.00	11,100.00
14. Unused Grant Award Calculation (line 4 minus line 9)	570,983.44	130,214.26	0.00	137,058.32	0.00	0.00	0.00
15. If Carryover is allowed, enter line 14 amount here							
16. Reconciliation of Revenue (line 5 plus line 6 minus line 13a minus line 13b plus line 13c)	896,916.48	337,869.74	920,725.00	684,717.81	22,232.00	25,534.50	44,400.00

2009-10 Unaudited Actuals  
FEDERAL GRANT AWARDS,  
REVENUES, AND EXPENDITURES - ALL FUNDS  
SCHEDULE FOR CATEGORICALS SUBJECT TO DEFERRED REVENUES

FEDERAL PROGRAM NAME	ARRA Sp Ed Local	Voc Ed	Title IV	Title II	Title II	Title II Part D	Title III
FEDERAL CATALOG NUMBER			84.186	84.367		84.318	84.365
RESOURCE CODE	3324	3550	3710	4035	4036	4045	4203
REVENUE OBJECT	8182	8290	8290	8290	8290	8290	8290
LOCAL DESCRIPTION (if any)			SDFS	Tea Quality	Tea Training	Technology	LEP
<b>AWARD</b>							
1. Prior Year Carryover	41,392.00	2,551.77	0.00	8,927.10	0.00	1,684.60	10,570.05
2. a. Current Year Award	346.00	40,219.00	17,171.00	184,242.00	3,000.00	6,732.00	66,000.00
b. Transferability (NCLB)							
c. Other Adjustments							
d. Adj Curr Yr Award							
(sum lines 2a, 2b, & 2c)	346.00	40,219.00	17,171.00	184,242.00	3,000.00	6,732.00	66,000.00
3. Required Matching Funds/Other		983.00					
4. Total Available Award							
(sum lines 1, 2d, & 3)	41,738.00	43,753.77	17,171.00	193,169.10	3,000.00	8,416.60	76,570.05
<b>REVENUES</b>							
5. Revenue Deferred from Prior Year	6,678.00	0.00	0.00	0.00			0.00
6. Cash Received in Current Year	7,135.00	41,552.18	12,878.00	127,121.10			10,570.05
7. Contributed Matching Funds							
8. Total Available (sum lines 5, 6, & 7)	13,813.00	41,552.18	12,878.00	127,121.10	0.00	0.00	10,570.05
<b>EXPENDITURES</b>							
9. Donor-Authorized Expenditures	40,965.48	43,753.77	17,171.00	193,169.10		6,464.32	69,249.27
10. Non Donor-Authorized Expenditures			148.33				
11. Total Expenditures (lines 9 & 10)	40,965.48	43,753.77	17,319.33	193,169.10	0.00	6,464.32	69,249.27
12. Amounts Included in Line 6 above for Prior Year Adjustments							
13. Calculation of Deferred Revenue or A/P, & A/R amounts (line 8 minus line 9 plus line 12)	(27,152.48)	(2,201.59)	(4,293.00)	(66,048.00)	0.00	(6,464.32)	(58,679.22)
a. Deferred Revenue							
b. Accounts Payable							
c. Accounts Receivable	27,152.48	2,201.59	4,293.00	66,048.00		6,464.32	58,679.22
14. Unused Grant Award Calculation (line 4 minus line 9)	772.52	0.00	0.00	0.00	3,000.00	1,952.28	7,320.78
15. If Carryover is allowed, enter line 14 amount here							
16. Reconciliation of Revenue (line 5 plus line 6 minus line 13a minus line 13b plus line 13c)	40,965.48	43,753.77	17,171.00	193,169.10	0.00	6,464.32	69,249.27



2009-10 Unaudited Actuals  
FEDERAL GRANT AWARDS,  
REVENUES, AND EXPENDITURES - ALL FUNDS  
SCHEDULE FOR CATEGORICALS SUBJECT TO DEFERRED REVENUES

FEDERAL PROGRAM NAME	Cafeteria Equip Grant	TOTAL
FEDERAL CATALOG NUMBER	5315	
RESOURCE CODE	8290	
REVENUE OBJECT		
LOCAL DESCRIPTION (if any)		
<b>AWARD</b>		
1. Prior Year Carryover	0.00	1,839,337.07
2. a. Current Year Award	6,078.00	2,320,228.00
b. Transferability (NCLB)		0.00
c. Other Adjustments		0.00
d. Adj Curr Yr Award		
(sum lines 2a, 2b, & 2c)	6,078.00	2,320,228.00
3. Required Matching Funds/Other		983.00
4. Total Available Award		
(sum lines 1, 2d, & 3)	6,078.00	4,160,548.07
<b>REVENUES</b>		
5. Revenue Deferred from Prior Year		946,470.38
6. Cash Received in Current Year	6,078.00	1,972,566.65
7. Contributed Matching Funds		0.00
8. Total Available (sum lines 5, 6, & 7)	6,078.00	2,919,037.03
<b>EXPENDITURES</b>		
9. Donor-Authorized Expenditures	6,078.00	3,309,246.47
10. Non Donor-Authorized Expenditures		142,463.03
11. Total Expenditures (lines 9 & 10)	6,078.00	3,451,709.50
12. Amounts Included in Line 6 above for Prior Year Adjustments		0.00
13. Calculation of Deferred Revenue or A/P, & A/R amounts (line 8 minus line 9 plus line 12)	0.00	(390,209.44)
a. Deferred Revenue		372,580.84
b. Accounts Payable		0.00
c. Accounts Receivable		762,790.28
14. Unused Grant Award Calculation (line 4 minus line 9)	0.00	851,301.60
15. If Carryover is allowed, enter line 14 amount here		0.00
16. Reconciliation of Revenue (line 5 plus line 6 minus line 13a minus line 13b plus line 13c)	6,078.00	3,309,246.47

2009-10 Unaudited Actuals  
STATE GRANT AWARDS,  
REVENUES, AND EXPENDITURES - ALL FUNDS  
SCHEDULE FOR CATEGORICALS SUBJECT TO DEFERRED REVENUES

STATE PROGRAM NAME	McKinney Veto	McKinney Veto	CSIS	Child Development	EMHI	Tupe Cohort E	Partnership Academy
RESOURCE CODE	5630	5635	6020	6060	6250	6690	7220
REVENUE OBJECT	8290	8290	8590	8530	8590	8590	8590
LOCAL DESCRIPTION (if any)	Base			Fund 12			MCA
<b>AWARD</b>							
1. a. Prior Year Carryover	0.00	0.00	34,800.78	0.00	9,167.74	0.00	10,055.56
b. Restr Bal Transfers (Obj 8997)							
c. Adjusted Prior Year Carryover (sum lines 1a & 1b)	0.00	0.00	34,800.78	0.00	9,167.74	0.00	10,055.56
2. a. Current Year Award	24,664.00	66,114.00	14,914.64	755,756.18	32,417.12	4,800.00	69,120.00
b. Other Adjustments							
c. Adj Curr Yr Award (sum lines 2a & 2b)	24,664.00	66,114.00	14,914.64	755,756.18	32,417.12	4,800.00	69,120.00
3. Required Matching Funds/Other							
4. Total Available Award (sum lines 1c, 2c, & 3)	24,664.00	66,114.00	49,715.42	755,756.18	41,584.86	4,800.00	79,175.56
<b>REVENUES</b>							
5. Revenue Deferred from Prior Year	0.00	0.00	34,800.78	0.00	0.00	0.00	0.00
6. Cash Received in Current Year	12,331.98	26,445.60	14,914.64	746,593.18	9,887.74	4,800.00	44,615.36
7. Contributed Matching Funds							
8. Total Available (sum lines 5, 6, & 7)	12,331.98	26,445.60	49,715.42	746,593.18	9,887.74	4,800.00	44,615.36
<b>EXPENDITURES</b>							
9. Donor-Authorized Expenditures	24,664.00	10,836.31	47,157.42	720,866.36	32,417.12	2,275.00	79,175.56
10. Non Donor-Authorized Expenditures							5,256.74
11. Total Expenditures (lines 9 & 10)	24,664.00	10,836.31	47,157.42	720,866.36	32,417.12	2,275.00	84,432.30
12. Amounts Included in Line 6 above for Prior Year Adjustments							
13. Calculation of Deferred Revenue or A/P, & A/R amounts (line 8 minus line 9 plus line 12)	(12,332.02)	15,609.29	2,558.00	25,726.82	(22,529.38)	2,525.00	(34,560.20)
a. Deferred Revenue		15,609.29	2,558.00	25,726.82		2,525.00	
b. Accounts Payable							
c. Accounts Receivable	12,332.02				22,529.38		34,560.20
14. Unused Grant Award Calculation (line 4 minus line 9)	0.00	55,277.69	2,558.00	34,889.82	9,167.74	2,525.00	0.00
15. If Carryover is allowed, enter line 14 amount here							
16. Reconciliation of Revenue (line 5 plus line 6 minus line 13a minus line 13b plus line 13c)	24,664.00	10,836.31	47,157.42	720,866.36	32,417.12	2,275.00	79,175.56

2009-10 Unaudited Actuals  
STATE GRANT AWARDS,  
REVENUES, AND EXPENDITURES - ALL FUNDS  
SCHEDULE FOR CATEGORICALS SUBJECT TO DEFERRED REVENUES

STATE PROGRAM NAME	TOTAL
RESOURCE CODE	
REVENUE OBJECT	
LOCAL DESCRIPTION (if any)	
<b>AWARD</b>	
1. a. Prior Year Carryover	54,024.08
b. Restr Bal Transfers (Obj 8997)	0.00
c. Adjusted Prior Year Carryover (sum lines 1a & 1b)	54,024.08
2. a. Current Year Award	967,785.94
b. Other Adjustments	0.00
c. Adj Curr Yr Award (sum lines 2a & 2b)	967,785.94
3. Required Matching Funds/Other	0.00
4. Total Available Award (sum lines 1c, 2c, & 3)	1,021,810.02
<b>REVENUES</b>	
5. Revenue Deferred from Prior Year	34,800.78
6. Cash Received in Current Year	859,588.50
7. Contributed Matching Funds	0.00
8. Total Available (sum lines 5, 6, & 7)	894,389.28
<b>EXPENDITURES</b>	
9. Donor-Authorized Expenditures	917,391.77
10. Non Donor-Authorized Expenditures	5,256.74
11. Total Expenditures (lines 9 & 10)	922,648.51
12. Amounts Included in Line 6 above for Prior Year Adjustments	0.00
13. Calculation of Deferred Revenue or A/P, & A/R amounts (line 8 minus line 9 plus line 12)	(23,002.49)
a. Deferred Revenue	46,419.11
b. Accounts Payable	0.00
c. Accounts Receivable	69,421.60
14. Unused Grant Award Calculation (line 4 minus line 9)	104,418.25
15. If Carryover is allowed, enter line 14 amount here	0.00
16. Reconciliation of Revenue (line 5 plus line 6 minus line 13a minus line 13b plus line 13c)	917,391.77

2009-10 Unaudited Actuals  
LOCAL GRANT AWARDS,  
REVENUES, AND EXPENDITURES - ALL FUNDS  
SCHEDULE FOR CATEGORICALS SUBJECT TO DEFERRED REVENUES

LOCAL PROGRAM NAME		TOTAL
RESOURCE CODE		
REVENUE OBJECT		
LOCAL DESCRIPTION (if any)		
<b>AWARD</b>		
1. a. Prior Year Carryover		0.00
b. Restr Bal Transfers (Obj 8997)		0.00
c. Adj Prior Year Carryover (sum lines 1a & 1b)	0.00	0.00
2. a. Current Year Award		0.00
b. Other Adjustments		0.00
c. Adj Curr Yr Award (sum lines 2a & 2b)	0.00	0.00
3. Required Matching Funds/Other		0.00
4. Total Available Award (sum lines 1c, 2c, & 3)	0.00	0.00
<b>REVENUES</b>		
5. Revenue Deferred from Prior Year		0.00
6. Cash Received in Current Year		0.00
7. Contributed Matching Funds		0.00
8. Total Available (sum lines 5, 6, & 7)	0.00	0.00
<b>EXPENDITURES</b>		
9. Donor-Authorized Expenditures		0.00
10. Non Donor-Authorized Expenditures		0.00
11. Total Expenditures (lines 9 & 10)	0.00	0.00
12. Amounts Included in Line 6 above for Prior Year Adjustments		0.00
13. Calculation of Deferred Revenue or A/P, & A/R amounts (line 8 minus line 9 plus line 12)	0.00	0.00
a. Deferred Revenue		0.00
b. Accounts Payable		0.00
c. Accounts Receivable		0.00
14. Unused Grant Award Calculation (line 4 minus line 9)	0.00	0.00
15. If Carryover is allowed, enter line 14 amount here		0.00
16. Reconciliation of Revenue (line 5 plus line 6 minus line 13a minus line 13b plus line 13c)	0.00	0.00

FEDERAL AWARDS,  
REVENUES, AND EXPENDITURES - ALL FUNDS  
SCHEDULE FOR CATEGORICALS SUBJECT TO RESTRICTED ENDING BALANCES

FEDERAL PROGRAM NAME	FEDERAL CATALOG NUMBER	RESOURCE CODE	REVENUE OBJECT	LOCAL DESCRIPTION (if any)	AWARD			
SFSF		3200	5310	Varies	Fund 13			
		8290	5640	8290				
			93,778					
Cafeteria				Medi-Cal				TOTAL
					1,357,135.00	127,963.78	211,261.88	1,696,360.66
1. Prior Year Restricted Ending Balance					848,756.00	1,673,845.26	153,336.93	2,675,938.19
2. a. Current Year Award								0.00
b. Other Adjustments								
c. Adj Curr Yr Award								
(sum lines 2a & 2b)					848,756.00	1,673,845.26	153,336.93	2,675,938.19
3. Required Matching Funds/Other								0.00
4. Total Available Award								
(sum lines 1, 2c, & 3)					2,205,891.00	1,801,809.04	364,598.81	4,372,298.85
REVENUES								
5. Cash Received in Current Year					452,251.00	1,667,788.45	153,336.93	2,273,376.38
6. Amounts Included in Line 5 for Prior Year Adjustments								0.00
7. a. Accounts Receivable					396,505.00	6,056.81	0.00	402,561.81
(line 2c minus lines 5 & 6)								
b. Noncurrent Accounts Receivable								0.00
c. Current Accounts Receivable								
(line 7a minus line 7b)					396,505.00	6,056.81	0.00	402,561.81
8. Contributed Matching Funds								0.00
9. Total Available					848,756.00	1,673,845.26	153,336.93	2,675,938.19
(sum lines 5, 7c, & 8)								
EXPENDITURES								
10. Donor-Authorized Expenditures					2,205,891.00	1,628,864.19	300,883.27	4,135,638.46
11. Non Donor-Authorized Expenditures								0.00
12. Total Expenditures					2,205,891.00	1,628,864.19	300,883.27	4,135,638.46
(line 10 plus line 11)								
RESTRICTED ENDING BALANCE								
13. Current Year					0.00	172,944.85	63,715.54	236,660.39
(line 4 minus line 10)								

2009-10 Unaudited Actuals  
STATE AWARDS,  
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SCHEDULE FOR CATEGORICALS SUBJECT TO RESTRICTED ENDING BALANCES

STATE PROGRAM NAME	Lottery	K-3 CSR	CDC Reserve	English Lang Acquisition	Lottery Prop 20	Special Ed	Workability
RESOURCE CODE	1100	1300	6130	6286	6300	6500	6520
REVENUE OBJECT	8560	8434	8919	8590	8560	Variours	8590
LOCAL DESCRIPTION (if any)			Fund 12				
<b>AWARD</b>							
1. a. Prior Year Restricted Ending Balance	0.00	0.00	33,594.45	0.00	74,402.70	0.00	0.00
b. Restr Bal Transfers (Obj 8997)			41,138.17				
c. Adj PY Restricted Ending Bal (sum lines 1a & 1b)	0.00	0.00	74,732.62	0.00	74,402.70	0.00	0.00
2. a. Current Year Award	539,263.84	1,459,773.00		16,636.00	83,734.58	1,583,811.79	92,456.00
b. Other Adjustments							
c. Adj Curr Yr Award (sum lines 2a & 2b)	539,263.84	1,459,773.00	0.00	16,636.00	83,734.58	1,583,811.79	92,456.00
3. Required Matching Funds/Other							
4. Total Available Award (sum lines 1c, 2c, & 3)	539,263.84	1,459,773.00	74,732.62	16,636.00	158,137.28	1,583,811.79	92,456.00
<b>REVENUES</b>							
5. Cash Received in Current Year	466,568.47	1,194,662.00		16,636.00	3,047.33	1,198,538.75	65,258.00
6. Amounts Included in Line 5 for Prior Year Adjustments							
7. a. Accounts Receivable (line 2c minus lines 5 & 6)	72,695.37	265,111.00	0.00	0.00	80,687.25	385,273.04	27,198.00
b. Noncurrent Accounts Receivable							
c. Current Accounts Receivable (line 7a minus line 7b)	72,695.37	265,111.00	0.00	0.00	80,687.25	385,273.04	27,198.00
8. Contributed Matching Funds							
9. Total Available (sum lines 5, 7c, & 8)	539,263.84	1,459,773.00	0.00	16,636.00	83,734.58	1,583,811.79	92,456.00
<b>EXPENDITURES</b>							
10. Donor-Authorized Expenditures	539,263.84	1,459,773.00		16,636.00	71,491.90	1,583,811.79	92,456.00
11. Non Donor-Authorized Expenditures		2,957,529.84					
12. Total Expenditures (line 10 plus line 11)	539,263.84	4,417,302.84	0.00	16,636.00	71,491.90	1,583,811.79	92,456.00
<b>RESTRICTED ENDING BALANCE</b>							
13. Current Year (line 4 minus line 10)	0.00	0.00	74,732.62	0.00	86,645.38	0.00	0.00

2009-10 Unaudited Actuals  
STATE AWARDS,  
REVENUES, AND EXPENDITURES - ALL FUNDS  
SCHEDULE FOR CATEGORICALS SUBJECT TO RESTRICTED ENDING BALANCES

STATE PROGRAM NAME	CAHSEE	EIA	IM - ELL	H/S Transp	Sp Ed Transp	RRM	TOTAL
RESOURCE CODE	7056	7090	7157	7230	7240	8150	
REVENUE OBJECT	8590	8311	8590	8311	8311	8980	
LOCAL DESCRIPTION (if any)							
AWARD							
1. a. Prior Year Restricted Ending Balance	2,116.82	81,480.05	370.87	63,086.65	0.00	390,769.56	645,821.10
b. Restr Bal Transfers (Obj 8997)							41,138.17
c. Adj PY Restricted Ending Bal (sum lines 1a & 1b)	2,116.82	81,480.05	370.87	63,086.65	0.00	390,769.56	686,959.27
2. a. Current Year Award		503,113.00		263,826.22	49,779.00	500,400.00	5,092,793.43
b. Other Adjustments					33,497.70		33,497.70
c. Adj Curr Yr Award (sum lines 2a & 2b)	0.00	503,113.00	0.00	263,826.22	83,276.70	500,400.00	5,126,291.13
3. Required Matching Funds/Other							0.00
4. Total Available Award (sum lines 1c, 2c, & 3)	2,116.82	584,593.05	370.87	326,912.87	83,276.70	891,169.56	5,813,250.40
REVENUES							
5. Cash Received in Current Year		503,113.00		263,826.22	83,276.70	500,400.00	4,295,326.47
6. Amounts Included in Line 5 for Prior Year Adjustments							0.00
7. a. Accounts Receivable (line 2c minus lines 5 & 6)	0.00	0.00	0.00	0.00	0.00	0.00	830,964.66
b. Noncurrent Accounts Receivable							0.00
c. Current Accounts Receivable (line 7a minus line 7b)	0.00	0.00	0.00	0.00	0.00	0.00	830,964.66
8. Contributed Matching Funds							0.00
9. Total Available (sum lines 5, 7c, & 8)	0.00	503,113.00	0.00	263,826.22	83,276.70	500,400.00	5,126,291.13
EXPENDITURES							
10. Donor-Authorized Expenditures		543,926.68	370.87	314,213.36	83,276.70	736,571.79	5,441,791.93
11. Non Donor-Authorized Expenditures					549,441.28		3,506,971.12
12. Total Expenditures (line 10 plus line 11)	0.00	543,926.68	370.87	314,213.36	632,717.98	736,571.79	8,948,763.05
RESTRICTED ENDING BALANCE							
13. Current Year (line 4 minus line 10)	2,116.82	40,666.37	0.00	12,699.51	0.00	154,597.77	371,458.47

2009-10 Unaudited Actuals  
LOCAL AWARDS,  
REVENUES, AND EXPENDITURES - ALL FUNDS  
SCHEDULE FOR CATEGORICALS SUBJECT TO RESTRICTED ENDING BALANCES

LOCAL PROGRAM NAME	Morgan Hart	CBET - Fd 11	Adult Ed	School Safety	Arts & Music	CAHSEE	9-12 Counseling
RESOURCE CODE	20	28	30	31	32	33	34
REVENUE OBJECT	8590	8590	8919	8590	8590	8590	8590
LOCAL DESCRIPTION (if any)	1200	6390	6390	6405	6760	7055	7080
<b>AWARD</b>							
1. a. Prior Year Restricted Ending Balance	0.00	19,414.81	5,110.61	0.00	0.00	95,317.87	19,878.02
b. Restr Bal Transfers (Obj 8997)	0.00						
c. Adj PY Restricted Ending Bal (sum lines 1a & 1b)	0.00	19,414.81	5,110.61	0.00	0.00	95,317.87	19,878.02
2. a. Current Year Award	59,906.00	17,904.00	66,210.65	69,546.00	45,980.00	49,125.00	6,250.00
b. Other Adjustments	(3,115.00)						
c. Adj Curr Yr Award (sum lines 2a & 2b)	56,791.00	17,904.00	66,210.65	69,546.00	45,980.00	49,125.00	6,250.00
3. Required Matching Funds/Other							(25,499.37)
4. Total Available Award (sum lines 1c, 2c, & 3)	56,791.00	37,318.81	71,321.26	69,546.00	45,980.00	144,442.87	628.65
<b>REVENUES</b>							
5. Cash Received in Current Year	56,791.00	17,904.00	66,210.65	36,218.00	45,980.00	49,125.00	6,250.00
6. Amounts Included in Line 5 for Prior Year Adjustments							
7. a. Accounts Receivable (line 2c minus lines 5 & 6)	0.00	0.00	0.00	33,328.00	0.00	0.00	0.00
b. Noncurrent Accounts Receivable							
c. Current Accounts Receivable (line 7a minus line 7b)	0.00	0.00	0.00	33,328.00	0.00	0.00	0.00
8. Contributed Matching Funds							
9. Total Available (sum lines 5, 7c, & 8)	56,791.00	17,904.00	66,210.65	69,546.00	45,980.00	49,125.00	6,250.00
<b>EXPENDITURES</b>							
10. Donor-Authorized Expenditures	56,791.00	24,758.67	66,000.00	69,546.00	45,980.00	144,400.00	628.65
11. Non Donor-Authorized Expenditures				7,062.01			
12. Total Expenditures (line 10 plus line 11)	56,791.00	24,758.67	66,000.00	76,608.01	45,980.00	144,400.00	628.65
<b>RESTRICTED ENDING BALANCE</b>							
13. Current Year (line 4 minus line 10)	0.00	12,560.14	5,321.26	0.00	0.00	42.87	0.00



2009-10 Unaudited Actuals  
LOCAL AWARDS,  
REVENUES, AND EXPENDITURES - ALL FUNDS  
SCHEDULE FOR CATEGORICALS SUBJECT TO RESTRICTED ENDING BALANCES

LOCAL PROGRAM NAME	Gate	IMF Realign	PAR	Math & Reading	Pupil Retention	Teacher Credential	Prof Development
RESOURCE CODE	36	37	40	44	49	51	52
REVENUE OBJECT	8590	8590	8590	8590	8590	8590	8590
LOCAL DESCRIPTION (if any)	7140	7156	7271	7294	7390	7392	7393
<b>AWARD</b>							
1. a. Prior Year Restricted Ending Balance	368.87	251,475.55	17,593.58	0.00	17,795.49	0.00	14,679.00
b. Restr Bal Transfers (Obj 8997)			0.00				
c. Adj PY Restricted Ending Bal (sum lines 1a & 1b)	368.87	251,475.55	17,593.58	0.00	17,795.49	0.00	14,679.00
2. a. Current Year Award	38,257.00	297,772.00	20,647.00	27,444.00	134,925.00	6,300.00	146,810.00
b. Other Adjustments							
c. Adj Curr Yr Award (sum lines 2a & 2b)	38,257.00	297,772.00	20,647.00	27,444.00	134,925.00	6,300.00	146,810.00
3. Required Matching Funds/Other							
4. Total Available Award (sum lines 1c, 2c, & 3)	38,625.87	549,247.55	38,240.58	27,444.00	152,720.49	6,300.00	161,489.00
<b>REVENUES</b>							
5. Cash Received in Current Year	25,969.29	297,772.00	20,647.00	27,444.00	134,925.00	0.00	146,810.00
6. Amounts Included in Line 5 for Prior Year Adjustments							
7. a. Accounts Receivable (line 2c minus lines 5 & 6)	12,287.71	0.00	0.00	0.00	0.00	6,300.00	0.00
b. Noncurrent Accounts Receivable							
c. Current Accounts Receivable (line 7a minus line 7b)	12,287.71	0.00	0.00	0.00	0.00	6,300.00	0.00
8. Contributed Matching Funds							
9. Total Available (sum lines 5, 7c, & 8)	38,257.00	297,772.00	20,647.00	27,444.00	134,925.00	6,300.00	146,810.00
<b>EXPENDITURES</b>							
10. Donor-Authorized Expenditures	38,625.87	533,802.34	38,240.58	27,444.00	150,274.68	6,300.00	161,489.00
11. Non Donor-Authorized Expenditures	1,581.00					4,247.46	
12. Total Expenditures (line 10 plus line 11)	40,206.87	533,802.34	38,240.58	27,444.00	150,274.68	10,547.46	161,489.00
<b>RESTRICTED ENDING BALANCE</b>							
13. Current Year (line 4 minus line 10)	0.00	15,445.21	0.00	0.00	2,445.81	0.00	0.00

2009-10 Unaudited Actuals  
LOCAL AWARDS,  
REVENUES, AND EXPENDITURES - ALL FUNDS  
SCHEDULE FOR CATEGORICALS SUBJECT TO RESTRICTED ENDING BALANCES

LOCAL PROGRAM NAME	TIIG	SLIP	Garden Grant	Def Main Sweep	Technology	Sesqua	DOR
RESOURCE CODE	53	54	59	9106	9115	9150	9520
REVENUE OBJECT	8590	8590	8590	8980	8980	Donations	8590
LOCAL DESCRIPTION (if any)	7394	7395	7028				
<b>AWARD</b>							
1. a. Prior Year Restricted Ending Balance	0.00	32,474.14	1,053.49	0.00	1,946.41	1,582.35	0.00
b. Restr Bal Transfers (Obj 8997)							
c. Adj PY Restricted Ending Bal (sum lines 1a & 1b)	0.00	32,474.14	1,053.49	0.00	1,946.41	1,582.35	0.00
2. a. Current Year Award	231,193.00	317,189.00	250.00	850,000.00	10,000.00		31,890.51
b. Other Adjustments							
c. Adj Curr Yr Award (sum lines 2a & 2b)	231,193.00	317,189.00	250.00	850,000.00	10,000.00	0.00	31,890.51
3. Required Matching Funds/Other							
4. Total Available Award (sum lines 1c, 2c, & 3)	231,193.00	349,663.14	1,303.49	850,000.00	11,946.41	1,582.35	31,890.51
<b>REVENUES</b>							
5. Cash Received in Current Year	204,123.00	317,189.00	250.00		10,000.00		31,890.51
6. Amounts Included in Line 5 for Prior Year Adjustments							
7. a. Accounts Receivable (line 2c minus lines 5 & 6)	27,070.00	0.00	0.00	850,000.00	0.00	0.00	0.00
b. Noncurrent Accounts Receivable							
c. Current Accounts Receivable (line 7a minus line 7b)	27,070.00	0.00	0.00	850,000.00	0.00	0.00	0.00
8. Contributed Matching Funds							
9. Total Available (sum lines 5, 7c, & 8)	231,193.00	317,189.00	250.00	850,000.00	10,000.00	0.00	31,890.51
<b>EXPENDITURES</b>							
10. Donor-Authorized Expenditures	231,193.00	281,741.44	1,303.49	452,624.00	1,400.00		31,890.51
11. Non Donor-Authorized Expenditures							
12. Total Expenditures (line 10 plus line 11)	231,193.00	281,741.44	1,303.49	452,624.00	1,400.00	0.00	31,890.51
<b>RESTRICTED ENDING BALANCE</b>							
13. Current Year (line 4 minus line 10)	0.00	67,921.70	0.00	397,376.00	10,546.41	1,582.35	0.00

2009-10 Unaudited Actuals  
LOCAL AWARDS,  
REVENUES, AND EXPENDITURES - ALL FUNDS  
SCHEDULE FOR CATEGORICALS SUBJECT TO RESTRICTED ENDING BALANCES

LOCAL PROGRAM NAME	TOTAL
RESOURCE CODE	
REVENUE OBJECT	
LOCAL DESCRIPTION (if any)	
<b>AWARD</b>	
1. a. Prior Year Restricted Ending Balance	478,690.19
b. Restr Bal Transfers (Obj 8997)	0.00
c. Adj PY Restricted Ending Bal (sum lines 1a & 1b)	478,690.19
2. a. Current Year Award	2,427,599.16
b. Other Adjustments	(3,115.00)
c. Adj Curr Yr Award (sum lines 2a & 2b)	2,424,484.16
3. Required Matching Funds/Other	(25,499.37)
4. Total Available Award (sum lines 1c, 2c, & 3)	2,877,674.98
<b>REVENUES</b>	
5. Cash Received in Current Year	1,495,498.45
6. Amounts Included in Line 5 for Prior Year Adjustments	0.00
7. a. Accounts Receivable (line 2c minus lines 5 & 6)	928,985.71
b. Noncurrent Accounts Receivable	0.00
c. Current Accounts Receivable (line 7a minus line 7b)	928,985.71
8. Contributed Matching Funds	0.00
9. Total Available (sum lines 5, 7c, & 8)	2,424,484.16
<b>EXPENDITURES</b>	
10. Donor-Authorized Expenditures	2,364,433.23
11. Non Donor-Authorized Expenditures	12,890.47
12. Total Expenditures (line 10 plus line 11)	2,377,323.70
<b>RESTRICTED ENDING BALANCE</b>	
13. Current Year (line 4 minus line 10)	513,241.75

PART I - CURRENT EXPENSE FORMULA	Total Expense for Year (1)	EDP No.	Reductions (See Note 1) (2)	EDP No.	Current Expense of Education (Col 1 - Col 2) (3)	EDP No.	Reductions (Extracted) (See Note 2) (4a)	Reductions (Overrides)* (See Note 2) (4b)	EDP No.	Current Expense- Part II (Col 3 - Col 4) (5)	EDP No.
1000 - Certificated Salaries	19,594,675.38	301	0.00	303	19,594,675.38	305	5,599.28		307	19,589,076.12	309
2000 - Classified Salaries	6,300,463.58	311	0.00	313	6,300,463.58	315	588,929.20		317	5,713,534.38	319
3000 - Employee Benefits (Excluding 3800)	6,966,693.40	321	94,215.14	323	6,872,478.26	325	222,773.38		327	6,649,704.88	329
4000 - Books, Supplies Equip Replace. (6500)	874,620.88	331	0.00	333	874,620.88	335	165,953.57		337	708,667.31	339
5000 - Services... & 7300 - Indirect Costs	4,031,414.28	341	0.00	343	4,031,414.28	345	1,118,959.61		347	2,912,454.65	349
TOTAL					37,673,652.38	365	TOTAL			35,573,437.34	369

Note 1 - In Column 2, report expenditures for the following programs: Nonagency (Goals 7100-7199), Community Services (Goal 8100), Food Services (Function 3700), Fringe Benefits for Retired Persons (Objects 3701-3702), and Facilities Acquisition & Construction (Function 8500).

Note 2 - In Column 4, report expenditures for: Transportation (Function 3800), Lottery Expenditures (Resource 1100), Special Education Students in Nonpublic Schools (Function 1180), and other federal or state categorical aid in which funds were granted for expenditures in a program not incurring any teacher salary expenditures or requiring disbursement of the funds without regard to the requirements of EC Section 41372.

\* If an amount (even zero) is entered in any row of Column 4b or in Line 13b, the form uses only the values in Column 4b and Line 13b rather than the values in Column 4a and Line 13a.

PART II: MINIMUM CLASSROOM COMPENSATION (Instruction, Functions 1000-1999)		Object	EDP No.
1. Teacher Salaries as Per EC 41011. ....	1100	17,015,060.56	375
2. Salaries of Instructional Aides Per EC 41011. ....	2100	1,502,733.28	380
3. STRS. ....	3101 & 3102	1,428,908.89	382
4. PERS. ....	3201 & 3202	138,309.79	383
5. OASDI - Regular, Medicare and Alternative. ....	3301 & 3302	355,257.65	384
6. Health & Welfare Benefits (EC 41372) (Include Health, Dental, Vision, Pharmaceutical, and Annuity Plans). ....	3401 & 3402	2,142,889.13	385
7. Unemployment Insurance. ....	3501 & 3502	55,885.79	390
8. Workers' Compensation Insurance. ....	3601 & 3602	484,863.24	392
9. OPEB, Active Employees (EC 41372). ....	3751 & 3752	0.00	
10. Other Benefits (EC 22310). ....	3901 & 3902	69,489.51	393
11. SUBTOTAL Salaries and Benefits (Sum Lines 1 - 10). ....		23,193,195.84	395
12. Less: Teacher and Instructional Aide Salaries and Benefits deducted in Column 2. ....		0.00	
13a. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4a (Extracted). ....		1,365.25	398
b. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4b (Overrides)*. ....			396
14. TOTAL SALARIES AND BENEFITS. ....		23,191,830.59	397
15. Percent of Current Cost of Education Expended for Classroom Compensation (EDP 397 divided by EDP 389) Line 15 must equal or exceed 80% for elementary, 55% for unified and 50% for high school districts to avoid penalty under provisions of EC 41372. ....		65.19%	
16. District is exempt from EC 41372 because it meets the provisions of EC 41374. (If exempt, enter 'X') .....			

### PART III: DEFICIENCY AMOUNT

A deficiency amount (Line 5) is only applicable to districts not meeting the minimum classroom compensation percentage required under EC 41372 and not exempt under the provisions of EC 41374.

1. Minimum percentage required (80% elementary, 55% unified, 50% high) .....	55.00%
2. Percentage spent by this district (Part II, Line 15) .....	65.19%
3. Percentage below the minimum (Part III, Line 1 minus Line 2) .....	0.00%
4. District's Current Expense of Education after reductions in columns 4a or 4b (Part I, EDP 389). ....	35,573,437.34
5. Deficiency Amount (Part III, Line 3 times Line 4) .....	0.00

Unaudited Actuals  
2009-10 Unaudited Actuals  
Schedule of Long-Term Liabilities

34 73973 0000000  
Form DEBT

	Unaudited Balance July 1	Audit Adjustments/ Restatements	Audited Balance July 1	Increases	Decreases	Ending Balance June 30	Amounts Due Within One Year
<b>Governmental Activities:</b>							
General Obligation Bonds Payable	61,057,356.00	1,762,056.00	62,819,412.00		1,556,543.00	61,262,869.00	
State School Building Loans Payable			0.00			0.00	
Certificates of Participation Payable			0.00			0.00	
Capital Leases Payable	101,536.74		101,536.74		101,536.74	0.00	
Lease Revenue Bonds Payable			0.00			0.00	
Other General Long-Term Debt	97,856.00	172,300.00	270,156.00		164,239.00	105,917.00	
Net OPEB Obligation	301,173.39	292,394.61	593,568.00		151,847.00	441,721.00	
Compensated Absences Payable	112,007.48		112,007.48		2,059.72	109,947.76	
Governmental activities long-term liabilities	61,669,929.61	2,226,750.61	63,896,680.22	0.00	1,976,225.46	61,920,454.76	0.00
<b>Business-Type Activities:</b>							
General Obligation Bonds Payable			0.00			0.00	
State School Building Loans Payable			0.00			0.00	
Certificates of Participation Payable			0.00			0.00	
Capital Leases Payable			0.00			0.00	
Lease Revenue Bonds Payable			0.00			0.00	
Other General Long-Term Debt			0.00			0.00	
Net OPEB Obligation			0.00			0.00	
Compensated Absences Payable			0.00			0.00	
Business-type activities long-term liabilities	0.00	0.00	0.00	0.00	0.00	0.00	0.00

	2009-10 Calculations			2010-11 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
<b>A. PRIOR YEAR DATA</b> (2008-09 Actual Appropriations Limit and Gann ADA are from district's prior year Gann data reported to the CDE)	<b>2008-09 Actual</b>			<b>2009-10 Actual</b>		
1. FINAL PRIOR YEAR APPROPRIATIONS LIMIT (Preload/Line D11, PY column)	26,859,267.40		26,859,267.40			25,378,028.90
2. PRIOR YEAR GANN ADA (Preload/Line B9, PY column)	4,993.37		4,993.37			4,723.97
<b>ADJUSTMENTS TO PRIOR YEAR LIMIT</b>	<b>Adjustments to 2008-09</b>			<b>Adjustments to 2009-10</b>		
3. District Lapses, Reorganizations and Other Transfers						
4. Temporary Voter Approved Increases						
5. Less: Lapses of Voter Approved Increases						
6. TOTAL ADJUSTMENTS TO PRIOR YEAR LIMIT (Lines A3 plus A4 minus A5)		0.00				0.00
7. ADJUSTMENTS TO PRIOR YEAR ADA (Only for district lapses, reorganizations and other transfers, and only if adjustments to the appropriations limit are entered in Line A3 above)						
<b>B. CURRENT YEAR GANN ADA</b> (2009-10 data should tie to Principal Apportionment Attendance Software reports)	<b>2009-10 P2 Report</b>			<b>2010-11 P2 Estimate</b>		
1. Total K-12 ADA (Form A, Line 10)	4,723.97		4,723.97	4,698.97		4,698.97
2. ROC/P ADA**						
3. Total Charter Schools ADA (Form A, Line 28)	0.00		0.00	0.00		0.00
4. Total Supplemental Instructional Hours**						
5. Divide Line B4 by 700 (Round to 2 decimal places)						
6. TOTAL P2 ADA (Lines B1 through B3 plus B5)		4,723.97				4,698.97
<b>OTHER ADA</b> (From Principal Apportionment Attendance Software)						
7. Apprentice Hours - High School						
8. Divide Line B7 by 525 (Round to 2 decimal places)		0.00				0.00
9. TOTAL CURRENT YEAR GANN ADA (Sum Lines B6 plus B8)		4,723.97				4,698.97
<b>C. LOCAL PROCEEDS OF TAXES/STATE AID RECEIVED TAXES AND SUBVENTIONS (Funds 01, 09, and 62)</b>	<b>2009-10 Actual</b>			<b>2010-11 Budget</b>		
1. Homeowners' Exemption (Object 8021)	92,509.99		92,509.99	62,704.00		62,704.00
2. Timber Yield Tax (Object 8022)	0.31		0.31	0.00		0.00
3. Other Subventions/In-Lieu Taxes (Object 8029)	0.00		0.00	0.00		0.00
4. Secured Roll Taxes (Object 8041)	4,773,702.73		4,773,702.73	4,824,995.00		4,824,995.00
5. Unsecured Roll Taxes (Object 8042)	184,017.79		184,017.79	187,811.00		187,811.00
6. Prior Years' Taxes (Object 8043)	473,849.51		473,849.51	408,134.00		408,134.00
7. Supplemental Taxes (Object 8044)	51,035.82		51,035.82	37,300.00		37,300.00
8. Ed. Rev. Augmentation Fund (ERAF) (Object 8045)	477,973.99		477,973.99	708,200.00		708,200.00
9. Penalties and Int. from Delinquent Taxes (Object 8048)	0.00		0.00	0.00		0.00
10. Other In-Lieu Taxes (Object 8082)	1,169.73		1,169.73	0.00		0.00
11. Comm. Redevelopment Funds (Obj. 8046, 8047 & 8825) (Only if not counted in redevelopment agency's limit)	0.00		0.00	0.00		0.00
12. Parcel Taxes (Object 8821)	0.00		0.00	0.00		0.00
13. Other Non-Ad Valorem Taxes (Object 8822) (Taxes only)	0.00		0.00	0.00		0.00
14. Penalties and Int. from Delinquent Non-Revenue Limit Taxes (Object 8828) (Only those for the above taxes)	0.00		0.00	0.00		0.00
15. Transfers to Charter Schools In Lieu of Property Taxes (Object 8096)	0.00		0.00	0.00		0.00
16. TOTAL TAXES AND SUBVENTIONS (Lines C1 through C15)	6,054,059.87	0.00	6,054,059.87	6,228,944.00	0.00	6,228,944.00
<b>OTHER LOCAL REVENUES (Funds 01, 09, and 62)</b>						
17. To General Fund from Bond Interest and Redemption Fund (Excess debt service taxes) (Object 8914)	0.00		0.00	0.00		0.00
18. TOTAL LOCAL PROCEEDS OF TAXES (Lines C16 plus C17)	6,054,059.87	0.00	6,054,059.87	6,228,944.00	0.00	6,228,944.00

	2009-10 Calculations		2010-11 Calculations	
	Extracted Data	Entered Data/ Totals	Extracted Data	Entered Data/ Totals
<b>EXCLUDED APPROPRIATIONS</b>				
19. Medicare (Enter federally mandated amounts only from obj's. 3301 & 3302; do not include negotiated amounts)		375,198.93		374,592.00
<b>OTHER EXCLUSIONS</b>				
20. Americans with Disabilities Act				
21. Unreimbursed Court Mandated Desegregation Costs				
22. Other Unfunded Court-ordered or Federal Mandates				
23. TOTAL EXCLUSIONS (Lines C19 through C22)		375,198.93		374,592.00
<b>STATE AID RECEIVED (Funds 01, 09, and 62)</b>				
24. Revenue Limit State Aid - Current Year (Object 8011)	18,239,036.03	18,239,036.03	17,368,267.00	17,368,267.00
25. Revenue Limit State Aid - Prior Years (Object 8019)	0.00	0.00	0.00	0.00
26. Supplemental Instruction - CY (Res. 0000, Object 8590)**		0.00		0.00
27. Supplemental Instruction - PY (Res. 0000, Object 8590)**		0.00		0.00
28. Comm Day Sch Addl Funding - CY (Res. 2430, Obj. 8311 and Res. 0000, Obj. 8590)**		0.00		0.00
29. Comm Day Sch Addl Funding - PY (Res. 2430, Obj. 8319 and Res. 0000, Obj. 8590)**		0.00		0.00
30. ROC/P Apportionment - CY (Res. 0000, Object 8590)**		0.00		0.00
31. ROC/P Apportionment - PY (Res. 0000, Object 8590)**		0.00		0.00
32. Charter Schs. Gen. Purpose Entitlement (Object 8015)		0.00		0.00
33. Charter Schs. Categorical Block Grant (Object 8590)**	1,191,924.14	1,191,924.14	1,200,453.00	1,200,453.00
34. Class Size Reduction, Grades K-3 (Object 8434)	1,459,773.00	1,459,773.00	1,451,449.00	1,451,449.00
35. Class Size Reduction, Grade 9 (Object 8590)**		0.00		0.00
36. SUBTOTAL STATE AID RECEIVED (Lines C24 through C35)	20,890,733.17	20,890,733.17	20,020,169.00	20,020,169.00
<b>ADD BACK TRANSFERS TO COUNTY</b>				
37. County Office Funds Transfer (Form RL, Line 32)	163,764.00	163,764.00	176,946.00	176,946.00
38. TOTAL STATE AID (Lines C36 plus C37)	21,054,497.17	21,054,497.17	20,197,115.00	20,197,115.00
<b>DATA FOR INTEREST CALCULATION</b>				
39. Total Revenues (Funds 01, 09 & 62; objects 8000-8799)	37,101,184.56	37,101,184.56	34,810,917.00	34,810,917.00
40. Total Interest and Return on Investments (Funds 01, 09, and 62; objects 8660 and 8662)	106,999.99	106,999.99	100,000.00	100,000.00
<b>APPROPRIATIONS LIMIT CALCULATIONS</b>				
<b>D. PRELIMINARY APPROPRIATIONS LIMIT</b>				
1. Revised Prior Year Program Limit (Lines A1 plus A6)	26,659,287.40	26,659,287.40		25,378,028.90
2. Inflation Adjustment		1.0062		0.9748
3. Program Population Adjustment (Lines B9 divided by [A2 plus A7]) (Round to four decimal places)		0.9460		0.9947
4. PRELIMINARY APPROPRIATIONS LIMIT (Lines D1 times D2 times D3)		25,378,028.90		24,600,400.93
<b>APPROPRIATIONS SUBJECT TO THE LIMIT</b>				
5. Local Revenues Excluding Interest (Line C18)		6,054,059.87		6,228,944.00
6. Preliminary State Aid Calculation				
a. Minimum State Aid in Local Limit (Greater of \$120 times Line B9 or \$2,400; but not greater than Line C38 or less than zero)		568,878.40		563,878.40
b. Maximum State Aid in Local Limit (Lesser of Line C38 or Line D4 minus D5 plus C23; but not less than zero)		19,697,167.96		18,748,048.93
c. Preliminary State Aid in Local Limit (Greater of Lines D6a or D8b)		19,697,167.96		18,748,048.93
7. Local Revenues in Proceeds of Taxes				
a. Interest Counting in Local Limit (Line C40 divided by [Lines C39 minus C40] times [Lines D5 plus D6c])		74,481.47		71,951.41
b. Total Local Proceeds of Taxes (Lines D5 plus D7a)		6,128,541.34		6,300,895.41
8. State Aid in Proceeds of Taxes (Greater of Line D8a, or Line D4 minus D7b plus C23; but not greater than Line C38 or less than zero)		19,622,688.49		18,874,097.52
9. Total Appropriations Subject to the Limit				
a. Local Revenues (Line D7b)		6,128,541.34		
b. State Subventions (Line D8)		19,622,688.49		
c. Less: Excluded Appropriations (Line C23)		375,198.93		
d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT (Lines D9a plus D9b minus D9c)		25,378,028.90		

	2009-10 Calculations			2010-11 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
<b>10. Adjustments to the Limit Per Government Code Section 7902.1</b> (Line D9d minus D4; if negative, then zero)  If not zero report amount to: Ana J. Matosantos, Director State Department of Finance Attention: School Gann Limits State Capitol, Room 1145 Sacramento, CA 95814			0.00			
<b>Summary</b> <b>11. Adjusted Appropriations Limit</b> (Lines D4 plus D10) <b>12. Appropriations Subject to the Limit</b> (Line D9d)						
	2009-10 Actual			2010-11 Budget		
			25,378,028.90			24,600,400.93
			25,378,028.90			

\* Please provide below an explanation for each entry in the adjustments column.

\*\* Impacted by the flexibility provisions of SBX3 4 (Chapter 12, Statutes of 2009). Amounts in Section C, State Aid Received, can no longer be extracted and must be manually input into the Adjustments column.

Jeanne Bess  
Gann Contact Person

916 338-6302  
Contact Phone Number





**Part III - Indirect Cost Rate Calculation (Funds 01, 09, and 62, unless indicated otherwise)****A. Indirect Costs**

1. Other General Administration, less portion charged to restricted resources or specific goals (Functions 7200-7600, objects 1000-5999, minus Line B9)	1,738,441.44
2. Centralized Data Processing, less portion charged to restricted resources or specific goals (Function 7700, objects 1000-5999, minus Line B10)	260,596.34
3. External Financial Audit - Single Audit (Function 7190, objects 5000-5999)	0.00
4. Staff Relations and Negotiations (Function 7120, objects 1000-5999)	0.00
5. Plant Maintenance and Operations (portion relating to general administrative offices only) (Functions 8100-8400, objects 1000-5999 except 5100, times Part I, Line C)	170,736.19
6. Facilities Rents and Leases (portion relating to general administrative offices only) (Function 8700, resources 0000-1999, objects 1000-5999 except 5100, times Part I, Line C)	0.00
7. Adjustment for Employment Separation Costs	
a. Plus: Normal Separation Costs (Part II, Line A)	0.00
b. Less: Abnormal or Mass Separation Costs (Part II, Line B)	0.00
8. Total Indirect Costs (Lines A1 through A7a, minus Line A7b)	2,169,773.97
9. Carry-Forward Adjustment (Part IV, Line F)	(56,808.63)
10. Total Adjusted Indirect Costs (Line A8 plus Line A9)	2,112,965.34

**B. Base Costs**

1. Instruction (Functions 1000-1999, objects 1000-5999 except 5100)	25,773,098.05
2. Instruction-Related Services (Functions 2000-2999, objects 1000-5999 except 5100)	4,519,843.32
3. Pupil Services (Functions 3000-3999, objects 1000-5999 except 5100)	2,071,826.31
4. Ancillary Services (Functions 4000-4999, objects 1000-5999 except 5100)	206,699.96
5. Community Services (Functions 5000-5999, objects 1000-5999 except 5100)	0.00
6. Enterprise (Function 6000, objects 1000-5999 except 5100)	0.00
7. Board and Superintendent (Functions 7100-7180 except 7120, objects 1000-5999)	274,701.39
8. External Financial Audit - Other (Function 7191, objects 5000-5999)	0.00
9. Other General Administration (portion charged to restricted resources or specific goals only) (Functions 7200-7600, resources 2000-9999, objects 1000-5999; Functions 7200-7600, resources 0000-1999, all goals except 0000 and 9000, objects 1000-5999)	36,027.31
10. Centralized Data Processing (portion charged to restricted resources or specific goals only) (Function 7700, resources 2000-9999, objects 1000-5999; Function 7700, resources 0000-1999, all goals except 0000 and 9000, objects 1000-5999)	47,157.42
11. Plant Maintenance and Operations (all except portion relating to general administrative offices) (Functions 8100-8400, objects 1000-5999 except 5100, minus Part III, Line A5)	4,044,972.32
12. Facilities Rents and Leases (all except portion relating to general administrative offices) (Function 8700, objects 1000-5999 except 5100, minus Part III, Line A6)	0.00
13. Adjustment for Employment Separation Costs	
a. Less: Normal Separation Costs (Part II, Line A)	0.00
b. Plus: Abnormal or Mass Separation Costs (Part II, Line B)	0.00
14. Adult Education (Fund 11, functions 1000-6999, 8100-8400, and 8700, objects 1000-5999 except 5100)	123,642.72
15. Child Development (Fund 12, functions 1000-6999, 8100-8400, and 8700, objects 1000-5999 except 5100)	652,078.26
16. Cafeteria (Funds 13 and 61, functions 1000-6999, 8100-8400, and 8700, objects 1000-5999 except 5100)	1,634,942.19
17. Foundation (Funds 19 and 57, functions 1000-6999, 8100-8400, and 8700, objects 1000-5999 except 5100)	0.00
18. Total Base Costs (Lines B1 through B12 and Lines B13b through B17, minus Line B13a)	39,384,989.25

**C. Straight Indirect Cost Percentage Before Carry-Forward Adjustment**(For information only - not for use when claiming/recovering indirect costs)  
(Line A8 divided by Line B18)

5.51%

**D. Preliminary Proposed Indirect Cost Rate**(For final approved fixed-with-carry-forward rate for use in 2011-12 see [www.cde.ca.gov/fg/ac/lc/](http://www.cde.ca.gov/fg/ac/lc/))

(Line A10 divided by Line B18)

5.36%

**Part IV - Carry-forward Adjustment**

The carry-forward adjustment is an after-the-fact adjustment for the difference between indirect costs recoverable using the indirect cost rate approved for use in a given year, and the actual indirect costs incurred in that year. The carry-forward adjustment eliminates the need for LEAs to file amended federal reports when their actual indirect costs vary from the estimated indirect costs on which the approved rate was based.

Where the ratio of indirect costs incurred in the current year is less than the estimated ratio of indirect costs on which the approved rate for use in the current year was based, the carry-forward adjustment is limited by using either the approved rate times current year base costs, or the highest rate actually used to recover costs from any program times current year base costs, if the highest rate used was less than the approved rate. Rates used to recover costs from programs are displayed in Exhibit A.

<b>A. Indirect costs incurred in the current year (Part III, Line A8)</b>	<u>2,169,773.97</u>
<b>B. Carry-forward adjustment from prior year(s)</b>	
1. Carry-forward adjustment from the second prior year	<u>(694,506.52)</u>
2. Carry-forward adjustment amount deferred from prior year(s), if any	<u>0.00</u>
<b>C. Carry-forward adjustment for under- or over-recovery in the current year</b>	
1. Under-recovery: Part III, Line A8, plus carry-forward adjustment from prior years, minus (approved indirect cost rate (3.89%) times Part III, Line B18); zero if negative	<u>0.00</u>
2. Over-recovery: Part III, Line A8, plus carry-forward adjustment from prior years, minus the lesser of (approved indirect cost rate (3.89%) times Part III, Line B18) or (the highest rate used to recover costs from any program (4.58%) times Part III, Line B18); zero if positive	<u>(56,808.63)</u>
<b>D. Preliminary carry-forward adjustment (Line C1 or C2)</b>	<u>(56,808.63)</u>
<b>E. Optional allocation of negative carry-forward adjustment over more than one year</b>	
Where a negative carry-forward adjustment causes the proposed approved rate to fall below zero or would reduce the rate at which the LEA could recover indirect costs to such an extent that it would cause the LEA significant fiscal harm, the LEA may request that the carry-forward adjustment be allocated over more than one year. Where allocation of a negative carry-forward adjustment over more than one year does not resolve a negative rate, the CDE will work with the LEA on a case-by-case basis to establish an approved rate.	
Option 1. Preliminary proposed approved rate (Part III, Line D) if entire negative carry-forward adjustment is applied to the current year calculation:	<u>5.36%</u>
Option 2. Preliminary proposed approved rate (Part III, Line D) if one-half of negative carry-forward adjustment (\$-28,404.32) is applied to the current year calculation and the remainder (\$-28,404.31) is deferred to one or more future years:	<u>5.44%</u>
Option 3. Preliminary proposed approved rate (Part III, Line D) if one-third of negative carry-forward adjustment (\$-18,936.21) is applied to the current year calculation and the remainder (\$-37,872.42) is deferred to one or more future years:	<u>5.46%</u>
LEA request for Option 1, Option 2, or Option 3	<u>1</u>
<b>F. Carry-forward adjustment used in Part III, Line A9 (Line D minus amount deferred if Option 2 or Option 3 is selected)</b>	<u>(56,808.63)</u>

Unaudited Actuals  
2009-10 Unaudited Actuals  
LOTTERY REPORT  
Revenues, Expenditures and  
Ending Balances - All Funds

Description	Object Codes	Lottery: Unrestricted (Resource 1100)	Transferred to Other Resources for Expenditure	Lottery: Instructional Materials (Resource 6300)*	Totals
<b>A. AMOUNT AVAILABLE FOR THIS FISCAL YEAR</b>					
1. Adjusted Beginning Fund Balance	9791-9795	3,914.48		81,292.06	85,206.54
2. State Lottery Revenue	8560	565,613.50		87,994.73	653,608.23
3. Other Local Revenue	8600-8799	0.00		0.00	0.00
4. Transfers from Funds of Lapsed/Reorganized Districts	8965	0.00		0.00	0.00
5. Contributions from Unrestricted Resources (Total must be zero)	8980	(539,263.84)	539,263.84		0.00
6. Total Available (Sum Lines A1 through A5)		30,264.14	539,263.84	169,286.79	738,814.77
<b>B. EXPENDITURES AND OTHER FINANCING USES</b>					
1. Certificated Salaries	1000-1999	0.00			0.00
2. Classified Salaries	2000-2999	0.00			0.00
3. Employee Benefits	3000-3999	0.00			0.00
4. Books and Supplies	4000-4999	10,188.55		41,797.73	51,986.28
5. a. Services and Other Operating Expenditures (Resource 1100)	5000-5999	10,430.61			10,430.61
b. Services and Other Operating Expenditures (Resource 6300)	5000-5999, except 5100, 5710, 5800				
c. Duplicating Costs for Instructional Materials (Resource 6300)	5100, 5710, 5800			39,816.28	39,816.28
6. Capital Outlay	6000-6999	0.00			0.00
7. Tuition	7100-7199	0.00			0.00
8. Interagency Transfers Out					
a. To Other Districts, County Offices, and Charter Schools	7211,7212,7221, 7222,7281,7282	0.00			0.00
b. To JPAs and All Others	7213,7223, 7283,7299	0.00			0.00
9. Transfers of Indirect Costs	7300-7399				
10. Debt Service	7400-7499	0.00			0.00
11. All Other Financing Uses	7630-7699	0.00	539,263.84		539,263.84
12. Total Expenditures and Other Financing Uses (Sum Lines B1 through B11 )		20,619.16	539,263.84	81,616.01	641,499.01
<b>C. ENDING BALANCE</b>					
(Must equal Line A6 minus Line B12)	979Z	9,644.98	0.00	87,670.78	97,315.76
<b>D. COMMENTS:</b>					
Expenditures in resource 6300 included copy costs for classroom materials. The materials included those from disposable workbooks for student learning.					

Data from this report will be used to prepare a report to the Legislature as required by Control Section 24.60 of the Budget Act.

\*Pursuant to Government Code Section 8880.4(a)(2) and the definition in Education Code Section 60010(h), Resource 6300 funds are to be used for the purchase of instructional materials only. Any amounts in the shaded cells of this column should be reviewed for appropriateness.

Section I - Expenditures	Funds 01, 09, and 62			2009-10 Expenditures
	Goals	Functions	Objects	
A. Total state, federal, and local expenditures (all resources)	All	All	1000-7999	40,285,750.50
B. Less all federal expenditures not allowed for MOE (Resources 3000-5999, except 3330, 3340, 3355, 3360, 3370, 3375, 3385, and 3405)	All	All	1000-7999	6,037,328.08
C. Less state and local expenditures not allowed for MOE: (All resources, except federal as identified in Line B)				
1. Community Services	All	5000-5999	1000-7999 except 3801-3802	0.00
2. Capital Outlay	All except 7100-7199	All except 5000-5999	6000-6999	0.00
3. Debt Service	All	9100	5400-5450, 5800, 7430- 7439	320,033.05
4. Other Transfers Out	All	9200	7200-7299	0.00
5. Interfund Transfers Out	All	9300	7600-7629	0.00
6. All Other Financing Uses	All	9100	7699	0.00
		9200	7651	
7. Nonagency	7100-7199	All except 5000-5999, 9000-9999	1000-7999 except 3801-3802	0.00
8. Tuition (Revenue, in lieu of expenditures, to approximate costs of services for which tuition is received)	All	All	8710	0.00
9. PERS Reduction	All	All	3801-3802	138,684.00
10. Supplemental expenditures made as a result of a Presidentially declared disaster	Manually entered. Must not include expenditures in lines B, C1-C9, D1, or D2.			0.00
11. Total state and local expenditures not allowed for MOE calculation (Sum lines C1 through C10)				458,717.05
D. Plus additional MOE expenditures:				
1. Expenditures to cover deficits for food services (Funds 13 and 61) (If negative, then zero)	All	All	1000-7143, 7300-7439 minus 8000-8699	0.00
2. Expenditures to cover deficits for student body activities	Manually entered. Must not include expenditures in lines A or D1.			0.00
E. Total expenditures before adjustments (Line A minus lines B and C11, plus lines D1 and D2)				33,789,705.37
F. Charter school expenditure adjustments (From Section V)				0.00
G. Total expenditures subject to MOE (Line E plus Line F)				33,789,705.37

Section II - Expenditures Per ADA		2009-10 Annual ADA/ Exps. Per ADA
A. Average Daily Attendance (Form A, Annual ADA column, lines 3, 6, and 26)		4,683.13
B. Supplemental Instructional Hours converted to ADA (Form A, Annual ADA column, lines 21 and 27 - Currently not collected due to flexibility provisions of ABX3 4)		
C. Total ADA before adjustments (Lines A plus B)		4,683.13
D. Charter school ADA adjustments (From Section V)		0.00
E. Adjusted total ADA (Lines C plus D)		4,683.13
F. Expenditures per ADA (Line I.G divided by Line II.E)		\$7,215.20
<b>Section III - MOE Calculation (For data collection only. Final determination will be done by CDE)</b>		
	<b>Total</b>	<b>Per ADA</b>
A. Base expenditures (Preloaded expenditures from prior year Form NCMOE, Line I.G and Line II.F). (Note: If the prior year MOE was not met, or the prior year calculations included supplemental instructional hours ADA, in its final determination CDE will adjust the prior year base expenditure or prior year expenditure per ADA amounts.)	39,095,504.82	7,869.34
1. Adjustments to base expenditure or expenditure per ADA amounts (From Section VI)	0.00	0.00
2. Total adjusted base expenditure amounts (Line A plus Line A.1)	39,095,504.82	7,869.34
B. Required effort (Line A.2 times 90%)	35,185,954.34	7,082.41
C. Current year expenditures (Line I.G and Line II.F)	33,789,705.37	7,215.20
D. MOE deficiency amount, if any (Line B minus Line C) (If negative, then zero)	1,396,248.97	0.00
E. MOE determination (If one or both of the amounts in line D are zero, the MOE requirement is met; if both amounts are positive, the MOE requirement is not met. If either column in Line A.2 or Line C equals zero, the MOE calculation is incomplete.)	MOE Met	
F. MOE deficiency percentage, if MOE not met; otherwise, zero (Line D divided by Line B) (Funding under NCLB covered programs in FY 2011-12 may be reduced by the lower of the two percentages)	3.97%	0.00%

**Section IV - ARRA State Fiscal Stabilization Fund (SFSF) Expenditures to Meet MOE Requirement  
(If both amounts in Line D of Section III are positive)**

SFSF Expenditures (Resource 3200)	Funds 01, 09, and 62			2009-10 Expenditures
	Goals	Functions	Objects	
<b>A. SFSF Expenditures available to apply to deficiency:</b>				
1. All Resource 3200 Expenditures	All	All	1000-7999	2,255,323.00
2. Less state and local expenditures not allowed for MOE:				
a. Community Services	All	5000-5999	1000-7999 except 3801-3802	0.00
b. Capital Outlay	All except 7100-7199	All except 5000-5999	6000-6999	0.00
c. Debt Service	All	9100	5400-5450, 5800, 7430- 7439	0.00
d. Other Transfers Out	All	9200	7200-7299	0.00
e. Interfund Transfers Out	All	9300	7600-7629	0.00
f. All Other Financing Uses	All	9100 9200	7699 7651	0.00
g. Nonagency	7100-7199	All except 5000-5999, 9000-9999	1000-7999 except 3801-3802	0.00
h. PERS Reduction	All	All	3801-3802	0.00
i. Supplemental expenditures made as a result of a Presidentially declared disaster.	Manually entered. Must not include expenditures previously included.			0.00
j. Total state and local expenditures not allowed for MOE calculation (Sum lines A2a through A2i)				0.00
3. Plus additional MOE expenditures:				
a. Expenditures to cover deficits for student body activities	Manually entered. Must not include expenditures previously included.			0.00
4. Total SFSF expenditures available to apply to deficiency (Line IV.A1 minus Line IV.A2] plus Line IV.A3a)				2,255,323.00

**Section IV - ARRA State Fiscal Stabilization Fund (SFSF) Expenditures to Meet MOE Requirement  
(If both amounts in Line D of Section III are positive) (continued)**

<b>Aggregate Expenditures/ Per ADA Expenditures</b>	<b>Total</b>	<b>Per ADA</b>
<b>B. MOE deficiency amount if MOE not met Col 1 (Line III.D) and Col 2 (Line III.D x Line II.E)</b>	<b>1,396,248.97</b>	<b>0.00</b>
<b>C. SFSF expenditures applied (Using lowest amount needed) (Lowest amount in Line IV.B, up to amount available in Line IV.A4)</b>	<b>0.00</b>	<b>0.00</b>
<b>D. Total expenditures, with adjustments, Col 1 (Line I.G plus Line IV.C)</b>	<b>33,789,705.37</b>	
<b>E. Total expenditures per ADA, with adjustments, Col 2 (Col 1 Line IV.D divided by Line II.E)</b>		<b>7,215.20</b>
<b>F. Adjusted MOE expenditures deficiency amount, Col 1 (Line IV.B minus Line IV.C)</b>	<b>1,396,248.97</b>	
<b>G. Adjusted MOE per pupil expenditure deficiency amount, Col 2 (Line III.B minus IV.E) (If negative, then zero)</b>		<b>0.00</b>
<b>H. MOE determination with SFSF expenditure adjustment. (If both amounts in lines F and G are positive, MOE not met. If either column in Line IV.F or IV.G equals zero, MOE requirement has been met)</b>	<b>MOE Met</b>	
<b>I. MOE adjusted deficiency percentage, if MOE not met; otherwise zero. Col 1 (Line IV.F divided by Line III.B) and Col 2 (Line IV.G divided by Line III.B) (Funding under NCLB covered programs in FY 2011-12 may be reduced by the lower of the two percentages)</b>	<b>3.97%</b>	<b>0.00%</b>



**SECTION V - Detail of Charter School Adjustments (used in Section I, Line F and Section II, Line D)**

<b>Charter School Name</b>	<b>Expenditure Adjustment</b>	<b>ADA Adjustment</b>
<b>Total charter school adjustments</b>	<b>0.00</b>	<b>0.00</b>

**SECTION VI - Detail of Adjustments to Base Expenditures (used in Section III, Line A.1)**

<b>Description of Adjustments</b>	<b>Total Expenditures</b>	<b>Expenditures Per ADA</b>
<b>Total adjustments to base expenditures</b>	<b>0.00</b>	<b>0.00</b>

Unaudited Actuals  
2009-10  
General Fund  
Program Cost Report

34 73973 0000000  
Form PCR

Goal	Program/Activity	Direct Costs			Central Admin Costs (col. 3 x Sch. CAC line E) Column 4	Other Costs (Schedule OC) Column 5	Total Costs by Program (col. 3 + 4 + 5) Column 6
		Direct Charged (Schedule DCC) Column 1	Allocated (Schedule AC) Column 2	Subtotal (col. 1 + 2) Column 3			
<b>Instructional Goals</b>							
0001	Pre-Kindergarten	0.00	0.00	0.00	0.00		0.00
1110	Regular Education, K-12	18,564,534.26	7,239,235.00	25,803,769.26	1,598,755.86		27,402,525.12
3100	Alternative Schools	0.00	0.00	0.00	0.00		0.00
3200	Continuation Schools	723,800.08	427,819.65	1,151,619.73	71,352.32		1,222,972.05
3300	Independent Study Centers	88,618.07	37,314.53	125,932.60	7,802.56		133,735.16
3400	Opportunity Schools	0.00	0.00	0.00	0.00		0.00
3550	Community Day Schools	0.00	0.00	0.00	0.00		0.00
3700	Specialized Secondary Programs	0.00	0.00	0.00	0.00		0.00
3800	Vocational Education	0.00	0.00	0.00	0.00		0.00
4110	Regular Education, Adult	0.00	0.00	0.00	0.00		0.00
4610	Adult Independent Study Centers	0.00	0.00	0.00	0.00		0.00
4620	Adult Correctional Education	0.00	0.00	0.00	0.00		0.00
4630	Adult Vocational Education	0.00	0.00	0.00	0.00		0.00
4760	Bilingual	604,868.60	296,862.66	901,731.26	55,869.67		957,600.93
4850	Migrant Education	0.00	0.00	0.00	0.00		0.00
5000-5999	Special Education	6,924,581.15	722,232.92	7,646,814.07	473,783.06		8,120,597.13
6000	Regional Occupational Ctr/Prg (ROC/P)	0.00	0.00	0.00	0.00		0.00
<b>Other Goals</b>							
7110	Nonagency - Educational	0.00	0.00	0.00	0.00		0.00
7150	Nonagency - Other	0.00	0.00	0.00	0.00		0.00
8100	Community Services	0.00	0.00	0.00	0.00		0.00
8500	Child Care and Development Services	0.00	0.00	0.00	0.00		0.00
<b>Other Costs</b>							
----	Food Services					0.00	0.00
----	Enterprise					0.00	0.00
----	Facilities Acquisition & Construction					0.00	0.00
----	Other Outgo					651,720.05	651,720.05
<b>Other Funds</b>							
---	Adult Education, Child Development, Cafeteria, Foundation ([Column 3 + CAC, line C5] times CAC, line E)		0.00	0.00	149,360.42		149,360.42
----	Indirect Costs Charged to Other Funds (Fund 01, Functions 7200-7600, Object 7350)				(116,718.58)		(116,718.58)
----	<b>Total General Fund Expenditures</b>	<b>26,906,402.16</b>	<b>8,723,464.76</b>	<b>35,629,866.92</b>	<b>2,240,205.31</b>	<b>651,720.05</b>	<b>38,521,792.28</b>

Unaudited Actuals  
2009-10  
General Fund  
Program Cost Report  
Schedule of Allocation Factors (AF) for Support Costs

	----- Teacher Full-Time Equivalents -----				----- Classroom Units -----		Pupils Transported
	Instructional Supervision and Administration (Functions 2100-2200)	Library, Media, Technology and Other Instructional Resources (Functions 2420-2495)	School Administration (Function 2700)	Pupil Support Services (Functions 3100-3199 & 3900)	Plant Maintenance and Operations (Functions 8100-8400)	Facilities Rents and Leases (Function 8700)	Pupil Transportation (Function 3600)
<b>A. Amount of Undistributed Expenditures, Fund 01, Goals 0000 and 9000 (will be allocated based on factors input)</b>	642,422.15	698,760.62	2,262,683.20	739,851.23	4,067,660.90	0.00	312,086.67
<b>B. Enter Allocation Factor(s) by Goal:</b> (Note: Allocation factors are only needed for a column if there are undistributed expenditures in line A.)	FTE Factor(s)	FTE Factor(s)	FTE Factor(s)	FTE Factor(s)	CU Factor(s)	CU Factor(s)	PT Factor(s)
<b>Instructional Goals</b>							
0001 Pre-Kindergarten							
1110 Regular Education, K-12	195.98	195.98	195.98	195.98	180.00		422.50
3100 Alternative Schools							
3200 Continuation Schools	10.94	10.94	10.94	10.94	12.00		
3300 Independent Study Centers	1.00	1.00	1.00	1.00	1.00		
3400 Opportunity Schools							
3550 Community Day Schools							
3700 Specialized Secondary Programs							
3800 Vocational Education							
4110 Regular Education, Adult							
4610 Adult Independent Study Centers							
4620 Adult Correctional Education							
4630 Adult Vocational Education							
4760 Bilingual	6.93	6.93	6.93	6.93	9.00		
4850 Migrant Education							
5000-5999 Special Education (allocated to 5001)	15.89	15.89	15.89	15.89	18.00		172.00
6000 ROC/P							
<b>Other Goals</b>							
7110 Nonagency - Educational							
7150 Nonagency - Other							
8100 Community Services							
8500 Child Care and Development Services							
<b>Other Funds</b>							
-- Adult Education (Fund 11)							
-- Child Development (Fund 12)							
-- Cafeteria (Funds 13 & 61)							
<b>C. Total Allocation Factors</b>	230.74	230.74	230.74	230.74	220.00	0.00	594.50

Description	Principal Appt. Software Data ID	2009-10 Unaudited Actuals	2010-11 Budget
<b>BASE REVENUE LIMIT PER ADA</b>			
1. Base Revenue Limit per ADA (prior year)	0025	6,101.46	6,363.46
2. Inflation Increase	0041	261.00	(25.00)
3. All Other Adjustments	0042, 0525		
4. TOTAL, BASE REVENUE LIMIT PER ADA (Sum Lines 1 through 3)	0024	6,362.46	6,338.46
<b>REVENUE LIMIT SUBJECT TO DEFICIT</b>			
5. Total Base Revenue Limit			
a. Base Revenue Limit per ADA (from Line 4)	0024	6,362.46	6,338.46
b. Revenue Limit ADA	0033	4,897.23	4,723.97
c. Total Base Revenue Limit (Line 5a times Line 5b)	0269	31,158,429.99	29,942,694.89
6. Allowance for Necessary Small School	0489		
7. Gain or Loss from Interdistrict Attendance Agreements	0272		
8. Meals for Needy Pupils	0090		
9. Special Revenue Limit Adjustments	0274		
10. One-time Equalization Adjustments	0275		
11. Miscellaneous Revenue Limit Adjustments	0276, 0659		
12. Less: All Charter District Revenue Limit Adjustment	0217		
13. Beginning Teacher Salary Incentive Funding	0552	68,336.58	65,773.00
14. Less: Class Size Penalties Adjustment	0173		
15. REVENUE LIMIT SUBJECT TO DEFICIT (Sum Lines 5c through 11, plus Line 13, minus Lines 12 and 14)	0082	31,226,766.57	30,008,467.89
<b>DEFICIT CALCULATION</b>			
16. Deficit Factor	0281	0.81645	0.81645
17. TOTAL DEFICITED REVENUE LIMIT (Line 15 times Line 16)	0284	25,495,093.57	24,500,413.61
<b>OTHER REVENUE LIMIT ITEMS</b>			
18. Unemployment Insurance Revenue	0060	80,718.46	177,206.00
19. Less: Longer Day/Year Penalty	0287		
20. Less: Excess ROC/P Reserves Adjustment	0288		
21. Less: PERS Reduction	0195	138,684.00	82,914.00
22. PERS Safety Adjustment/SFUSD PERS Adjustment	0205, 0654		
23. TOTAL, OTHER REVENUE LIMIT ITEMS (Sum Lines 18 and 22, minus Lines 19 through 21)	---	(57,965.54)	94,292.00
24. TOTAL REVENUE LIMIT (Sum Lines 17 and 23)	0088	25,437,128.03	24,594,705.61

Description	Principal Appt. Software Data ID	2009-10 Unaudited Actuals	2010-11 Budget
<b>REVENUE LIMIT - LOCAL SOURCES</b>			
25. Property Taxes	0587, 0660	6,053,475.00	6,228,944.00
26. Miscellaneous Funds	0588		
27. Community Redevelopment Funds	0589		
28. Less: Charter Schools In-lieu Taxes	0595	305,982.00	332,242.00
29. TOTAL, REVENUE LIMIT - LOCAL SOURCES (Sum Lines 25 through 27, minus Line 28)	0126	5,747,493.00	5,896,702.00
30. Charter School General Purpose Block Grant Offset (Unified Districts Only)	0293		
31. STATE AID PORTION OF REVENUE LIMIT (Sum Line 24, minus Lines 29 and 30. If negative, then zero)	0111	19,689,635.03	18,698,003.61
<b>OTHER ITEMS</b>			
32. Less: County Office Funds Transfer	0458	163,764.00	176,946.00
33. Core Academic Program	9001		
34. California High School Exit Exam	9002		
35. Pupil Promotion and Retention Programs (Retained and Recommended for Retention, and Low STAR and At Risk of Retention)	9016, 9017		
36. Apprenticeship Funding	0570		
37. Community Day School Additional Funding	3103, 9007		
38. Basic Aid "Choice"/Court Ordered Voluntary Pupil Transfer	0634, 0629		
39. Basic Aid Supplement Charter School Adjustment	9018		
40. All Other Adjustments	---	(1,286,835.00)	(1,152,790.40)
41. TOTAL, OTHER ITEMS (Sum Lines 33 through 40, minus Line 32)	---	(1,450,599.00)	(1,329,736.40)
42. TOTAL, STATE AID PORTION OF REVENUE LIMIT (Sum Lines 31 and 41) (This amount should agree with Object 8011)	---	18,239,036.03	17,368,267.21
43. Less: Revenue Limit State Apportionment Receipts	---	14,002,117.83	
44. NET ACCRUAL TO STATE AID - REVENUE LIMIT (Line 42 minus Line 43)	---	4,236,918.20	

<b>OTHER NON-REVENUE LIMIT ITEMS</b>			
45. Core Academic Program	9001		
46. California High School Exit Exam	9002		
47. Pupil Promotion and Retention Programs (Retained and Recommended for Retention, and Low STAR and At Risk of Retention)	9016, 9017		
48. Apprenticeship Funding	0570		
49. Community Day School Additional Funding	3103, 9007		

Object Code	Description	Special Education, Unspecified (Goal 5001)	Regionalized Services (Goal 5050)	Regionalized Program Specialist (Goal 5060)	Special Education, Infants (Goal 5710)	Special Education, Preschool Students (Goal 5730)	Spec. Education, Ages 5-22 Severely Disabled (Goal 5750)	Spec. Education, Ages 5-22 Nonseverely Disabled (Goal 5770)	Plus: ARRA 08-09 Expenditures (Preloaded from 2008-09 Unaudited Actual data)	Adjustments*	Total
	<b>UNDUPLICATED PUPIL COUNT</b>										629
	<b>TOTAL EXPENDITURES (Funds 01, 09, &amp; 62; resources 0000-9999)</b>										
1000-1999	Certificated Salaries	298,326.66	0.00	0.00	0.00	143,520.02	195,692.00	2,057,335.69			2,694,874.37
2000-2999	Classified Salaries	515,143.32	0.00	0.00	0.00	17,574.35	645,051.73	540,590.43	1,700.00		1,720,059.83
3000-3999	Employee Benefits	253,204.54	0.00	0.00	0.00	45,392.83	307,070.95	717,185.76	326.84		1,323,180.72
4000-4999	Books and Supplies	111,614.84	0.00	0.00	0.00	0.00	2,512.90	27,984.13	3,577.50		145,689.37
5000-5999	Services and Other Operating Expenditures	4,577.55	0.00	0.00	0.00	0.00	1,071,005.40	28,003.60	159,902.03		1,263,488.78
6000-6999	Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00	11,226.00			11,226.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00
	<b>Total Direct Costs</b>	1,182,866.91	0.00	0.00	0.00	206,487.00	2,221,332.98	3,382,325.81	165,506.37	0.00	7,158,519.07
7310	Transfers of Indirect Costs	3,596.00	0.00	0.00	0.00	0.00	0.00	0.00			3,596.00
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00
PCRA	Program Cost Report Allocations	722,232.84									722,232.84
	<b>Total Indirect Costs and PCR Allocations</b>	725,828.84	0.00	0.00	0.00	0.00	0.00	0.00			725,828.84
	<b>TOTAL COSTS</b>	1,908,695.75	0.00	0.00	0.00	206,487.00	2,221,332.98	3,382,325.81	165,506.37	0.00	7,884,347.91
	<b>FEDERAL EXPENDITURES (Funds 01, 09, and 62; resources 3000-5999, except 3330, 3340, 3355, 3360, 3370, 3375, 3385, &amp; 3405)</b>										
1000-1999	Certificated Salaries	41,400.00	0.00	0.00	0.00	89,593.82	0.00	367,511.57			498,505.39
2000-2999	Classified Salaries	0.00	0.00	0.00	0.00	17,574.35	504,389.77	333,047.89	1,700.00		856,712.01
3000-3999	Employee Benefits	7,295.50	0.00	0.00	0.00	36,925.86	201,308.33	227,804.38	326.84		473,660.81
4000-4999	Books and Supplies	20,963.05	0.00	0.00	0.00	0.00	0.00	0.00	3,577.50		24,540.55
5000-5999	Services and Other Operating Expenditures	0.00	0.00	0.00	0.00	0.00	14,475.00	18,599.97	159,902.03		182,977.00
6000-6999	Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00
	<b>Total Direct Costs</b>	69,658.55	0.00	0.00	0.00	144,094.03	720,173.10	946,963.81	165,506.37	0.00	2,046,395.86
7310	Transfers of Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00
	<b>Total Indirect Costs</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00
	<b>TOTAL BEFORE OBJECT 8980</b>	69,658.55	0.00	0.00	0.00	144,094.03	720,173.10	946,963.81	165,506.37	0.00	2,046,395.86
8980	Less: Contributions from Unrestricted Revenues to Federal Resources (Resources 3310-3400, except 3330, 3340, 3355, 3360, 3370, 3375, & 3385, all goals; resources 3000-3178 & 3410-5810, goals 5000-5999)										
	<b>TOTAL COSTS</b>										142,314.70
											1,904,081.16

Object Code	Description	Special Education, Unspecified (Goal 5001)	Regionalized Services (Goal 5050)	Regionalized Program Specialist (Goal 5060)	Special Education, Infants (Goal 5710)	Special Education, Preschool Students (Goal 5730)	Spec. Education, Ages 5-22 Severely Disabled (Goal 5750)	Spec. Education, Ages 5-22 Nonseverely Disabled (Goal 5770)	Plus: ARRA 08-09 Expenditures (Preloaded from 2008-09 Unaudited Actual data)	Adjustments*	Total
<b>STATE AND LOCAL EXPENDITURES (Funds 01, 09, &amp; 62; resources 0000-2999, 3330, 3340, 3355, 3360, 3370, 3375, 3385, 3405, &amp; 6000-6999)</b>											
1000-1999	Certificated Salaries	256,826.66	0.00	0.00	0.00	53,926.20	195,692.00	1,689,824.12			2,196,368.98
2000-2999	Classified Salaries	515,143.32	0.00	0.00	0.00	0.00	140,661.98	207,542.54			863,347.82
3000-3999	Employee Benefits	245,909.04	0.00	0.00	0.00	8,486.77	105,762.62	489,381.38			849,519.81
4000-4999	Books and Supplies	90,651.79	0.00	0.00	0.00	0.00	2,512.90	27,984.13			121,148.82
5000-5999	Services and Other Operating Expenditures	4,577.55	0.00	0.00	0.00	0.00	1,056,530.40	9,403.83			1,070,511.78
6000-6999	Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00	11,226.00			11,226.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00
	Total Direct Costs	1,113,208.36	0.00	0.00	0.00	62,392.97	1,501,159.88	2,435,382.00		0.00	5,112,123.21
7310	Transfers of Indirect Costs	3,598.00	0.00	0.00	0.00	0.00	0.00	0.00			3,598.00
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00
PCRA	Program Cost Report Allocations	722,232.84									722,232.84
	Total Indirect Costs and PCR Allocations	725,828.84	0.00	0.00	0.00	0.00	0.00	0.00		0.00	725,828.84
	TOTAL BEFORE OBJECT 8980	1,839,037.20	0.00	0.00	0.00	62,392.97	1,501,159.88	2,435,382.00		0.00	5,837,952.05
8980	Contributions from Unrestricted Revenues to Federal Resources (from Federal Expenditures section)										142,314.70
	TOTAL COSTS										5,980,266.75
<b>LOCAL EXPENDITURES (Funds 01, 09, &amp; 62; resources 0000-1999 &amp; 6000-9999)</b>											
1000-1999	Certificated Salaries	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00
2000-2999	Classified Salaries	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00
3000-3999	Employee Benefits	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00
4000-4999	Books and Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00
5000-5999	Services and Other Operating Expenditures	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00
6000-6999	Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00
	Total Direct Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00
7310	Transfers of Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00
	Total Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00
	TOTAL BEFORE OBJECTS 8091, 8099, AND 8980	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00
8091, 8099	Revenue Limit Transfers to Special Education (All resources except 0000, goals 5000-5999)										1,081,296.00
8980	Contributions from Unrestricted Revenues to Federal Resources (from Federal Expenditures section)										142,314.70
8980	Contributions from Unrestricted Revenues to State Resources (Resources 3330, 3340, 3355, 3360, 3370, 3375, 3385, 3405, 6500, 6510, & 7240, all goals; resources 2000-2999 & 6010-7810, except 6500, 6510, & 7240, goals 5000-5999)										2,365,596.97
	TOTAL COSTS										3,589,207.67

\* Attach an additional sheet with explanations of any amounts in the Adjustments column.

2008-09 Expenditures	A. State and Local	B. Local Only
1. Enter Total Costs amounts from the 2008-09 Report SEMA, 2008-09 Expenditures by LEA (LE-CY) worksheet, Total Column, for the State and Local Expenditures section and the Local Expenditures section	6,297,934.59	3,424,833.73
2. Enter audit adjustments of 2008-09 special education expenditures from SACS2010ALL data, not included in Line 1 (explain below) (Funds 01, 09, and 62; resources 0000-2999 & 6000-9999; Object 9793)		
3. Enter restatements of 2009-10 special education beginning fund balances from SACS2010ALL data, not included in Line 1 (explain below) (Funds 01, 09, and 62; resources 0000-2999 & 6000-9999; Object 9795)		
4. Enter any other adjustments, not included in Line 1 (explain below)		
5. 2008-09 Expenditures, Adjusted for 2009-10 MOE Calculation (Sum lines 1 through 4)	6,297,934.59	3,424,833.73
<b>C. Unduplicated Pupil Count</b>		
1. Enter the unduplicated pupil count reported in 2008-09 Report SEMA, 2008-09 Expenditures by LEA (LE-CY) worksheet	645.00	
2. Enter any adjustments not included in Line C1 (explain below)		
3. 2008-09 Unduplicated Pupil Count, Adjusted for 2009-10 MOE Calculation (Line C1 plus Line C2)	645.00	



SELPA: (??)

This form is used to check MOE for an LEA, whether the LEA is a member of a SELPA or is a single-LEA SELPA. If a member of a SELPA, submit this form together with the 2009-10 Expenditures by LEA (LE-CY) and the 2008-09 Expenditures by LEA (LE-PY) to the SELPA AU. If a single-LEA SELPA, submit the forms to the CDE.

After reviewing all sections of this form, please select which of the following methods your LEA chooses to use to meet the 2009-10 MOE requirement. The level of effort in the method you select will be the base level of effort the next time you use that method to meet MOE. For example, choosing the local expenditure method will mean that the dollar amount listed in B2a or B2b will become the base for the next time you use the local expenditure method to meet the level of effort requirement.

☒ Combined state and local expenditures

☐ Local expenditures only

**TEST 1**

	Column A	Column B	Column C
	Actual Expenditures FY 2009-10 (LE-CY Worksheet)	Actual Expenditures FY 2008-09 (LE-PY Worksheet)	Difference (A - B)
<b>A. COMBINED STATE AND LOCAL EXPENDITURES TEST</b>			
1. Total special education expenditures	7,884,347.91		
2. Less: Expenditures paid from federal sources	1,904,081.16		
3. Expenditures paid from state and local sources	5,980,266.75	6,297,934.59	(317,667.84)
4. Special education unduplicated pupil count	629	645	
5. Per capita state and local expenditures (A3/A4)	9,507.58	9,764.24	(256.66)

If one or both of the differences in lines A3 and A5, Column C, are positive (current year state and local expenditures, in total or per capita, are greater than prior year's state and local expenditures), the MOE requirement is met; Section B can still be completed. IMPORTANT NOTE: Selection of B3 allows LEAs to complete Test 2. Only LEAs that have a "meets requirement" compliance determination and that are not found significantly disproportionate for both the current and prior year are eligible to complete Test 2 to reduce current year MOE.

If both lines A3 and A5, Column C, are negative, the MOE is not met based on combined state and local expenditures, and Section B must be completed.

**B. LOCAL EXPENDITURES TEST**

If MOE was not met in Test 1A and this Local Expenditures Test applies, complete either B1 or B2, but not both. Complete B1 if the MOE "actual vs. actual" test last year using local expenditures was met (whether or not the test using combined state and local expenditures was also met); otherwise, complete B2. Selection of B3 allows LEAs to continue to and complete Test 2.

Click on the button that applies:

☐ 1. Last year's local expenditures met MOE requirement:

a. Expenditures paid from local sources

b. Per capita local expenditures (B1a/A4)

	FY 2009-10	FY 2008-09	Difference

SELPA: (??)

		Base FY	
	FY 2009-10	FY 2007-08	Difference
<input checked="" type="checkbox"/> 2.	Enter in the second column, Base FY, the special education expenditures paid from local funds and the per capita local expenditures, for the most recent fiscal year when MOE actual vs. actual test based on local expenditures was met. Enter the fiscal year in the column heading. If you have not previously used this test to meet the level of effort requirement, the earliest base year that can be used is 2006-07.		
a. Expenditures paid from local sources	<u>3,589,207.67</u>	<u>3,557,222.43</u>	<u>31,985.24</u>
b. Per capita local expenditures (B2a/A4)	<u>5,706.21</u>	<u>5,506.54</u>	<u>199.67</u>

If one or both of the differences in Column C for the checked section (B1 or B2) are positive, the MOE requirement is met. Your agency may still select B3 to continue to Test 2.

If both differences are negative, Test 2 must be completed. Select B3 to continue to Test 2.

- ☒ 3. Select this to continue to Test 2. Only LEAs that have a "meets requirement" compliance determination and that are not found significantly disproportionate for both the current and prior year are eligible to complete Test 2 to reduce current year MOE.

SELPA: (??)

**TEST 2**

	<u>State and Local</u>	<u>Local Only</u>
Excess of prior year's expenditures over current year's expenditures: (Test 1, Line A3, Column C, for State and Local, and, if applicable, Line B1a or B2a, Column C, for Local Only) (If no excess exists, zero)	<u>0.00</u>	<u>0.00</u>

Less: Up to 50% of increase in IDEA Part B Section 611 funding in current year compared with prior year.  
(This option of using up to 50% of the increase in IDEA Part B Section 611 grant to reduce the MOE is available only if the LEA used/will use the freed up local funds for activities authorized under the Elementary and Secondary Education Act of 1985. Also, the amount of Part B funds used for early intervening services will count toward the maximum amount by which the LEA may reduce its MOE under this exception [P.L. 108-446].):

Current year funding (IDEA and IDEA ARRA Section 611 Local Assistance Grant Awards - Resources 3310, 3313, 3320, and 3324) 1,992,568.00

Less: Prior year's funding (IDEA Section 611 Local Assistance Grant Awards - Resources 3310 and 3320) 894,804.00

Increase in funding (if difference is positive) 1,097,764.00

50% of increase in funding 548,882.00

Enter portion used to reduce MOE (cannot exceed 50% of increase in funding less Part B funds used for early intervening services)	<u>548,882.00</u>	
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Excess of prior year's expenditures after the 50% allowance or portion thereof (if no excess existed, zero)	<u>0.00</u>	<u>0.00</u>
---	-------------	-------------

If excess is zero or less in the State and Local column or, if applicable, the Local Only column, MOE is met; no further calculation is needed.

If excess is positive in the State and Local column and, if applicable, in the Local Only column, MOE is not met and Test 3 must be completed.

SELPA: (??)

**TEST 3**

If Test 2 still shows failure to meet the MOE requirement, the SELPA can determine if the reduction in current year expenditures, as determined from Tests 1 and 2, was due to any of the following events. Amounts associated with these will be offset against the reduction (either on combined state and local expenditures, or, if applicable, on local expenditures only) to determine if the reduction is exempt, in full or in part, due to these causes:

1. Voluntary departure, by retirement or otherwise, or departure for just cause, of special education or related services personnel.
2. A decrease in the enrollment of children with disabilities.
3. The termination of the obligation of the agency to provide a program of special education to a particular child with disability that is an exceptionally costly program, as determined by the SEA, because the child:
  - a. Has left the jurisdiction of the agency;
  - b. Has reached the age at which the obligation of the agency to provide free appropriate public education (FAPE) to the child has terminated; or
  - c. No longer needs the program of special education.
4. The termination of costly expenditures for long-term purchases, such as the acquisition of equipment or the construction of school facilities.
5. The assumption of cost by the high cost fund operated by the SEA under 34 CFR Sec. 300.704(c).

List exempt reductions, if any, to be used in the calculation below:

	State and Local	Local Only
Total exempt reductions	0.00	0.00

Calculation:

Excess of prior year's expenditures after 50% of increase in funding (per Test 2, if MOE is not met in Test 2)

0.00	0.00
------	------

Less: Exempt reductions

0.00	0.00
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Net reduction of current year expenditures compared with prior year's expenditures (if zero or less in either column, MOE is met; if positive, MOE is not met)

0.00	0.00
------	------

Jeanne Bess

Contact Name

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Director of Fiscal Services

Title

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E-mail Address

Object Code	Description	Special Education, Unspecified (Goal 5001)	Regionalized Services (Goal 5050)	Regionalized Program Specialist (Goal 5060)	Special Education, Infants (Goal 5710)	Special Education, Preschool Students (Goal 5730)	Spec. Education, Ages 5-22 Severely Disabled (Goal 5750)	Spec. Education, Ages 5-22 Nonseverely Disabled (Goal 5770)	Adjustments*	Total
	<b>UNDUPLICATED PUPIL COUNT</b>									829
<b>TOTAL BUDGET (Funds 01, 09, &amp; 62; resources 0000-9999)</b>										
1000-1999	Certificated Salaries	304,850.00	0.00	0.00	0.00	148,553.00	196,123.00	2,101,833.00		2,749,159.00
2000-2999	Classified Salaries	535,358.00	0.00	0.00	0.00	40,591.00	615,874.00	533,600.00		1,725,423.00
3000-3999	Employee Benefits	296,773.00	0.00	0.00	0.00	55,003.00	314,039.00	739,019.00		1,374,834.00
4000-4999	Books and Supplies	78,150.00	0.00	0.00	0.00	5,757.00	4,750.00	45,259.00		133,916.00
5000-5999	Services and Other Operating Expenditures	7,201.00	0.00	0.00	0.00	0.00	550,500.00	8,000.00		565,701.00
6000-6999	Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00	15,000.00		15,000.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	<b>Total Direct Costs</b>	<b>1,192,332.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>247,904.00</b>	<b>1,881,286.00</b>	<b>3,442,511.00</b>	<b>0.00</b>	<b>6,564,033.00</b>
7310	Transfers of Indirect Costs	43,681.00	0.00	0.00	0.00	0.00	0.00	0.00		43,681.00
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	<b>Total Indirect Costs</b>	<b>43,681.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>43,681.00</b>
	<b>TOTAL COSTS</b>	<b>1,236,013.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>247,904.00</b>	<b>1,881,286.00</b>	<b>3,442,511.00</b>	<b>0.00</b>	<b>6,607,714.00</b>
<b>STATE AND LOCAL BUDGET (Funds 01, 09, &amp; 62; resources 0000-2999, 3330, 3340, 3355, 3360, 3370, 3375, 3385, 3405, &amp; 6000-9999)</b>										
1000-1999	Certificated Salaries	304,850.00	0.00	0.00	0.00	148,553.00	196,123.00	1,991,813.00		2,639,339.00
2000-2999	Classified Salaries	535,358.00	0.00	0.00	0.00	0.00	127,519.00	235,707.00		898,584.00
3000-3999	Employee Benefits	296,773.00	0.00	0.00	0.00	37,391.00	103,444.00	578,848.00		988,254.00
4000-4999	Books and Supplies	78,150.00	0.00	0.00	0.00	0.00	4,750.00	45,259.00		128,159.00
5000-5999	Services and Other Operating Expenditures	7,201.00	0.00	0.00	0.00	0.00	550,500.00	8,000.00		565,701.00
6000-6999	Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00	15,000.00		15,000.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	<b>Total Direct Costs</b>	<b>1,192,332.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>183,944.00</b>	<b>982,336.00</b>	<b>2,874,425.00</b>	<b>0.00</b>	<b>5,233,037.00</b>
7310	Transfers of Indirect Costs	3,730.00	0.00	0.00	0.00	0.00	0.00	0.00		3,730.00
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	<b>Total Indirect Costs</b>	<b>3,730.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3,730.00</b>
	<b>TOTAL BEFORE OBJECT 8980</b>	<b>1,196,062.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>183,944.00</b>	<b>982,336.00</b>	<b>2,874,425.00</b>	<b>0.00</b>	<b>5,236,767.00</b>
8980	Contributions from Unrestricted Revenues to Federal Resources (Resources 3310-3400, except 3330, 3340, 3355, 3380, 3370, 3375, & 3385, all goals; resources 3000-3178 & 3410-5810, goals 5000-5999)									383,600.00
	<b>TOTAL COSTS</b>									<b>5,620,367.00</b>

Object Code	Description	Special Education, Unspecified (Goal 5001)	Regionalized Services (Goal 5050)	Regionalized Program Specialist (Goal 5060)	Special Education, Infants (Goal 5710)	Special Education, Preschool Students (Goal 5730)	Spec. Education, Ages 5-22 Severely Disabled (Goal 5750)	Spec. Education, Ages 5-22 Nonseverely Disabled (Goal 5770)	Adjustments*	Total
<b>LOCAL BUDGET (Funds 01, 02, &amp; 62; resources 0000-1999 &amp; 6000-6999)</b>										
1000-1999	Certificated Salaries	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
2000-2999	Classified Salaries	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
3000-3999	Employee Benefits	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
4000-4999	Books and Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
5000-5999	Services and Other Operating Expenditures	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
6000-6999	Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7310	Transfers of Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL BEFORE OBJECTS 8091, 8099, AND 8980	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8091, 8099	Revenue Limit Transfers to Special Education (All resources except 0000, goals 5000-5999)									1,303,084.00
8980	Contributions from Unrestricted Revenues to Federal Resources (from State and Local Budget section)									383,600.00
8980	Contributions from Unrestricted Revenues to State Resources (Resources 3330, 3340, 3355, 3360, 3370, 3375, 3385, 3405, 6500-6540, & 7240, all goals; resources 2000-2999 & 6010-7810, except 6500-6540, & 7240, goals 5000-5999)									2,026,066.00
	TOTAL COSTS									3,712,750.00

\* Attach an additional sheet with explanations of any amounts in the Adjustments column.

Object Code	Description	Special Education, Unspecified (Goal 5001)	Regionalized Services (Goal 5050)	Regionalized Program Specialist (Goal 5060)	Special Education, Infants (Goal 5710)	Special Education, Preschool Students (Goal 5730)	Spec. Education, Ages 5-22 Severely Disabled (Goal 5760)	Spec. Education, Ages 5-22 Nonseverely Disabled (Goal 5770)	Adjustments*	Total
	<b>UNDUPLICATED PUPIL COUNT</b>									<b>629</b>
<b>TOTAL EXPENDITURES (Funds 01, 09, &amp; 62; resources 0000-9999)</b>										
1000-1999	Certificated Salaries	298,326.66	0.00	0.00	0.00	143,520.02	195,892.00	2,057,335.69		2,694,874.37
2000-2999	Classified Salaries	515,143.32	0.00	0.00	0.00	17,574.35	645,051.73	540,590.43		1,718,359.83
3000-3999	Employee Benefits	253,204.54	0.00	0.00	0.00	45,392.63	307,070.85	717,185.76		1,322,853.88
4000-4999	Books and Supplies	111,814.84	0.00	0.00	0.00	0.00	2,512.90	27,884.13		142,111.87
5000-5999	Services and Other Operating Expenditures	4,577.55	0.00	0.00	0.00	0.00	1,071,005.40	28,003.80		1,103,586.75
6000-6999	Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00	11,228.00		11,228.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	<b>Total Direct Costs</b>	<b>1,182,866.91</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>206,487.00</b>	<b>2,221,332.98</b>	<b>3,382,325.81</b>	<b>0.00</b>	<b>6,893,012.70</b>
7310	Transfers of Indirect Costs	3,596.00	0.00	0.00	0.00	0.00	0.00	0.00		3,596.00
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
PCRA	Program Cost Report Allocations (non-add)									
	<b>Total Indirect Costs</b>	<b>3,596.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3,596.00</b>
	<b>TOTAL COSTS</b>	<b>1,186,462.91</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>206,487.00</b>	<b>2,221,332.98</b>	<b>3,382,325.81</b>	<b>0.00</b>	<b>6,996,608.70</b>
<b>FEDERAL EXPENDITURES (Funds 01, 09, and 62; resources 3000-5999, except 3330, 3340, 3355, 3360, 3370, 3375, 3385, &amp; 3405)</b>										
1000-1999	Certificated Salaries	41,400.00	0.00	0.00	0.00	89,593.82	0.00	367,511.57		498,505.39
2000-2999	Classified Salaries	0.00	0.00	0.00	0.00	17,574.35	504,389.77	333,047.69		855,012.01
3000-3999	Employee Benefits	7,295.50	0.00	0.00	0.00	38,925.88	201,308.33	227,804.38		473,334.07
4000-4999	Books and Supplies	20,963.05	0.00	0.00	0.00	0.00	0.00	0.00		20,963.05
5000-5999	Services and Other Operating Expenditures	0.00	0.00	0.00	0.00	0.00	14,475.00	18,599.97		33,074.97
6000-6999	Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	<b>Total Direct Costs</b>	<b>69,658.55</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>144,094.03</b>	<b>720,173.10</b>	<b>946,963.81</b>	<b>0.00</b>	<b>1,880,889.48</b>
7310	Transfers of Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	<b>Total Indirect Costs</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
	<b>TOTAL BEFORE OBJECT 8980</b>	<b>69,658.55</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>144,094.03</b>	<b>720,173.10</b>	<b>946,963.81</b>	<b>0.00</b>	<b>1,880,889.48</b>
8980	Less: Contributions from Unrestricted Revenues to Federal Resources (Resources 3310-3400, except 3330, 3340, 3355, 3360, 3370, 3375, & 3385, all goals; resources 3000-3178 & 3410-5810, goals 5000-5999)									
	<b>TOTAL COSTS</b>									<b>142,314.70</b>
										<b>1,738,574.78</b>

Object Code	Description	Special Education, Unspecified (Goal 5001)	Regionalized Services (Goal 5050)	Regionalized Program Specialist (Goal 5060)	Special Education, Infants (Goal 5710)	Special Education, Preschool Students (Goal 5730)	Spec. Education, Ages 5-22 Severely Disabled (Goal 5750)	Spec. Education, Ages 5-22 Nonseverely Disabled (Goal 5770)	Adjustments*	Total
<b>STATE AND LOCAL EXPENDITURES (Funds 01, 09, &amp; 62; resources 0000-2999, 3330, 3340, 3355, 3360, 3370, 3375, 3385, 3405, &amp; 6000-9999)</b>										
1000-1999	Certificated Salaries	256,926.66	0.00	0.00	0.00	53,926.20	195,692.00	1,689,824.12		2,186,368.98
2000-2999	Classified Salaries	515,143.32	0.00	0.00	0.00	0.00	140,661.96	207,542.54		863,347.82
3000-3999	Employee Benefits	245,908.04	0.00	0.00	0.00	8,466.77	105,762.62	489,381.38		849,519.81
4000-4999	Books and Supplies	90,651.79	0.00	0.00	0.00	0.00	2,512.90	27,984.13		121,148.82
5000-5999	Services and Other Operating Expenditures	4,577.55	0.00	0.00	0.00	0.00	1,056,530.40	9,403.83		1,070,511.78
6000-6999	Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00	11,226.00		11,226.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	1,113,206.36	0.00	0.00	0.00	62,392.97	1,501,159.88	2,435,362.00	0.00	5,112,123.21
7310	Transfers of Indirect Costs	3,596.00	0.00	0.00	0.00	0.00	0.00	0.00		3,596.00
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
PCRA	Program Cost Report Allocations (non-add)									
	Total Indirect Costs	3,596.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,596.00
	TOTAL BEFORE OBJECT 8980	1,116,804.36	0.00	0.00	0.00	62,392.97	1,501,159.88	2,435,362.00	0.00	5,115,719.21
8980	Contributions from Unrestricted Revenues to Federal Resources (from Federal Expenditures section)									142,314.70
	TOTAL COSTS									5,258,033.91
<b>LOCAL EXPENDITURES (Funds 01, 09, &amp; 62; resources 0000-1999 &amp; 6000-9999)</b>										
1000-1999	Certificated Salaries	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
2000-2999	Classified Salaries	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
3000-3999	Employee Benefits	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
4000-4999	Books and Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
5000-5999	Services and Other Operating Expenditures	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
6000-6999	Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7310	Transfers of Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL BEFORE OBJECTS 8091, 8099, AND 8980	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8091, 8099	Revenue Limit Transfers to Special Education (All resources except 0000, goals 5000-5999)									1,081,296.00
8980	Contributions from Unrestricted Revenues to Federal Resources (from Federal Expenditures section)									142,314.70
8980	Contributions from Unrestricted Revenues to State Resources (Resources 3330, 3340, 3355, 3360, 3370, 3375, 3385, 3405, 6500, 6510, & 7240, all goals; resources 2000-2999 & 6010-7810, except 6500, 6510, & 7240, goals 5000-5999)									2,385,596.97
	TOTAL COSTS									3,589,207.67

\* Attach an additional sheet with explanations of any amounts in the Adjustments column.



SELPA: (??)

This form is used to check MOE for an LEA, whether the LEA is a member of a SELPA or is a single-LEA SELPA. If a member of a SELPA, submit this form together with the 2010-11 Budget by LEA (LB-B) and the 2009-10 Expenditures by LEA (LE-B) to the SELPA AU. If a single-LEA SELPA, submit the forms to the CDE.

After reviewing all sections of this form, please select which of the following methods your LEA chooses to use to meet the 2010-11 MOE requirement. The level of effort in the method you select will be the base level of effort the next time you use that method to meet MOE. For example, choosing the local expenditure method will mean that the dollar amount listed in B2a or B2b will become the base for the next time you use the local expenditure method to meet the level of effort requirement.

☒ Combined state and local expenditures

☐ Local expenditures only

**TEST 1**

	Column A	Column B	Column C
	Budgeted Amounts FY 2010-11 (LB-B Worksheet)	Actual Expenditures FY 2009-10 (LE-B Worksheet)	Difference (A - B)
<b>A. COMBINED STATE AND LOCAL EXPENDITURES TEST</b>			
1. Total special education expenditures	6,607,714.00	6,996,608.70	
2. Less: Expenditures paid from federal sources	987,347.00	1,738,574.79	
3. Expenditures paid from state and local sources	5,620,367.00	5,258,033.91	362,333.09
4. Special education unduplicated pupil count	629	629	
5. Per capita state and local expenditures (A3/A4)	8,935.40	8,359.35	576.05

If one or both of the differences in lines A3 and A5, Column C, are positive (current year budget from combined state and local funds is greater than prior year's combined state and local expenditures), the MOE requirement is met; Section B can still be completed. **IMPORTANT NOTE:** Selection of B3 allows LEAs to complete Test 2. Only LEAs that have a "meets requirement" compliance determination and that are not found significantly disproportionate for both the current and prior year are eligible to complete Test 2 to reduce current year MOE.

If both lines A3 and A5, Column C, are negative, the MOE is not met based on combined state and local expenditures, and Section B must be completed.

**B. LOCAL EXPENDITURES TEST**

If MOE was not met in Test 1A and this Local Expenditures Test applies, complete either B1 or B2, but not both. Complete B1 if the MOE "budget vs. actual" test last year using local expenditures was met (whether or not the test using combined state and local expenditures was also met); otherwise, complete B2. Selection of B3 allows LEAs to continue to and complete Test 2.

Click on the button that applies:

☐ 1. Last year's local expenditures met MOE requirement:

a. Expenditures paid from local sources

b. Per capita local expenditures (B1a/A4)

	Budget FY 2010-11	Actual FY 2009-10	Difference

SELPA:     (??)    

	Budget	Base FY	
	FY 2010-11		Difference
<input type="checkbox"/> 2.	Enter in the second column, Base FY, the special education expenditures paid from local funds and the per capita local expenditures for the most recent fiscal year when MOE budget vs. actual test based on local expenditures was met. Enter the fiscal year in the column heading. If you have not previously used this test to meet the level of effort requirement, the earliest base year that can be used is 2006-07.		
a.	Expenditures paid from local sources		
b.	Per capita local expenditures (B2a/A4)		

If one or both of the differences in Column C for the checked section (B1 or B2) are positive, the MOE requirement is met. Your agency may still select B3 to continue to Test 2.

If both differences are negative, Test 2 must be completed. Select B3 to continue to Test 2.

- ☐ 3. Select this to continue to Test 2. Only LEAs that have a "meets requirement" compliance determination and that are not found significantly disproportionate for both the current and prior year are eligible to complete Test 2 to reduce current year MOE.

SELPA: (??)  
TEST 2

	State and Local	Local Only
Excess of prior year's expenditures over current year's budget: (Test 1, Line A3, Column C, for State and Local, and if applicable, Line B1a or B2a, Column C, for Local Only) (If no excess exists, zero)	0.00	0.00

Less: Up to 50% of increase in IDEA Part B Section 611 funding in current year compared with prior year.  
(This option of using up to 50% of the increase in IDEA Part B Section 611 grant to reduce the MOE is available only if the LEA used/will use the freed up local funds for activities authorized under the Elementary and Secondary Education Act of 1965. Also, the amount of Part B funds used for early intervening services will count toward the maximum amount by which the LEA may reduce its MOE under this exception [P.L. 108-446].):

Current year funding (IDEA Section 611 Local Assistance Grant Awards - Resources 3310 and 3320)		
Less: Prior year's funding (IDEA Section 611 Local Assistance Grant Awards - Resources 3310 and 3320)		
Increase in funding (If difference is positive)	0.00	
50% of increase in funding	0.00	
Enter portion used to reduce MOE (cannot exceed 50% of increase in funding less Part B funds used for early intervening services)		
Excess of prior year's expenditures after the 50% allowance or portion thereof (If no excess existed, zero)	0.00	0.00

If excess is zero or less in the State and Local column or, if applicable, the Local Only column, MOE is met; no further calculation is needed.

If excess is positive in the State and Local column and, if applicable, in the Local Only column, MOE is not met and Test 3 must be completed.

SELPA: (??)

**TEST 3**

If Test 2 still shows failure to meet the MOE requirement, the SELPA can determine if the reduction in budgeted expenditures, as determined from Tests 1 and 2, was due to any of the following events. Amounts associated with these will be offset against the budget reduction (either on combined state and local expenditures or, if applicable, on local expenditures only) to determine if the reduction is exempt, in full or in part, due to these causes:

1. Voluntary departure, by retirement or otherwise, or departure for just cause, of special education or related services personnel.
2. A decrease in the enrollment of children with disabilities.
3. The termination of the obligation of the agency to provide a program of special education to a particular child with disability that is an exceptionally costly program, as determined by the SEA, because the child:
  - a. Has left the jurisdiction of the agency;
  - b. Has reached the age at which the obligation of the agency to provide free appropriate public education (FAPE) to the child has terminated; or
  - c. No longer needs the program of special education.
4. The termination of costly expenditures for long-term purchases, such as the acquisition of equipment or the construction of school facilities.
5. The assumption of cost by the high cost fund operated by the SEA under 34 CFR Sec. 300.704(c).

List exempt reductions, if any, to be used in the calculation below:

	State and Local	Local Only
Total exempt reductions	0.00	0.00

Calculation:

Excess of prior year's expenditures after 50% of increase in funding (per Test 2, if MOE is not met in Test 2)	0.00	0.00
Less: Exempt reductions	0.00	0.00
Net reduction of budgeted expenditures compared with prior year's expenditures (If zero or less in either column, MOE is met; if positive, MOE is not met)	0.00	0.00

Jeanne Bess  
Contact Name

916 338-6302  
Telephone Number

Director of Fiscal Services  
Title

jbess@centerusd.org  
E-mail Address

Unaudited Actuals  
2009-10 Unaudited Actuals  
SUMMARY OF INTERFUND ACTIVITIES  
FOR ALL FUNDS

Description	Direct Costs - Interfund		Indirect Costs - Interfund		Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350				
01 GENERAL FUND								
Expenditure Detail	0.00	(196.84)	0.00	(116,718.58)				
Other Sources/Uses Detail					100,000.00	100,000.00		
Fund Reconciliation							1,034,767.03	0.00
09 CHARTER SCHOOLS SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	88,334.03	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	141,456.18
11 ADULT EDUCATION FUND								
Expenditure Detail	196.84	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	175.89
12 CHILD DEVELOPMENT FUND								
Expenditure Detail	0.00	0.00	28,384.55	0.00				
Other Sources/Uses Detail					40,403.55	40,403.55		
Fund Reconciliation							0.00	28,384.55
13 CAFETERIA SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	1,984.83
14 DEFERRED MAINTENANCE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	881,377.00
15 PUPIL TRANSPORTATION EQUIPMENT FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
17 SPECIAL RESERVE FUND FOR OTHER THAN CAPITAL OUTLAY								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
18 SCHOOL BUS EMISSIONS REDUCTION FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
19 FOUNDATION SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation							0.00	0.00
20 SPECIAL RESERVE FUND FOR POSTEMPLOYMENT BENEFITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
21 BUILDING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	1,368.80
25 CAPITAL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
30 STATE SCHOOL BUILDING LEASE/PURCHASE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
35 COUNTY SCHOOL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
40 SPECIAL RESERVE FUND FOR CAPITAL OUTLAY PROJECTS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
49 CAP PROJ FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
51 BOND INTEREST AND REDEMPTION FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
52 DEBT SVC FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
53 TAX OVERRIDE FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
58 DEBT SERVICE FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
57 FOUNDATION PERMANENT FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation							0.00	0.00
61 CAFETERIA ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
62 CHARTER SCHOOLS ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00

Unaudited Actuals  
2009-10 Unaudited Actuals  
SUMMARY OF INTERFUND ACTIVITIES  
FOR ALL FUNDS

34 73973 0000000  
Form SIAA

Description	Direct Costs - Interfund		Indirect Costs - Interfund		Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9810
	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350				
63 OTHER ENTERPRISE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
66 WAREHOUSE REVOLVING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
67 SELF-INSURANCE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
71 RETIREE BENEFIT FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00			
Fund Reconciliation							0.00	0.00
73 FOUNDATION PRIVATE-PURPOSE TRUST FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00			
Fund Reconciliation							0.00	0.00
78 WARRANT/PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation							0.00	0.00
95 STUDENT BODY FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation							0.00	0.00
TOTALS	198.64	(198.64)	118,718.58	(118,718.58)	140,403.55	140,403.55	1,034,787.03	1,034,787.03

Description	EDP No.	Home-to-School	SD/OI
<b>SCHEDULE I - PUPIL TRANSPORTATION DATA</b>			
A. ENTER average number of buses used to transport pupils daily to/from school	008/006	9.5	13.5
B. 1. ENTER average number of pupils transported daily one way to/from school (excluding extended year)	020/019	422.5	172.0
2. ENTER number of pupils included on Line B1 with transportation in IEP	023/024	0.0	172.0
C. ENTER total number of miles driven to/from school	021/022	52,042.0	98,918.0
D. ENTER 1 for traditional school year, 2 for year-round, or 3 for a combination of both, for days pupils transported	030/033	1	1
<b>SCHEDULE II - COST DATA</b>			
(Home-to-School: Unless otherwise specified, Fund 01, Resources 1100, 7045, 7230, and 7235, Function 3800)			
(SD/OI: Unless otherwise specified, Fund 01, Resource 7240, Function 3800)			
A. Classified Salaries & Benefits (Objects 2100-2999, 3102, 3202, 3302, 3402, 3502, 3602, 3702, 3752, 3802, and 3902)	003/004	257,616.29	551,398.23
B. Books & Supplies (Objects 4200, 4300, and 4400)		45,522.74	81,319.75
C. 1. Subagreements for Services (Object 5100)		0.00	0.00
a. ENTER amount included on Line C1 paid to a private contractor to transport pupils			0.00
2. Travel/Conferences & Dues/Memberships (Objects 5200 and 5300)		432.45	0.00
3. Insurance (Objects 5400 and 5450)		0.00	0.00
4. Rentals, Leases, Repairs, and Noncapitalized Improvements (Object 5600)		32,582.18	0.00
5. Interprogram/Interfund Transfers (Objects 5710 and 5750)		(46,484.14)	0.00
6. Other Services and Operating Expenditures (Object 5800) (Contracts for repairs should be charged to Object 5600)		22,400.17	0.00
7. Communications (Object 5900)		16.98	0.00
D. Capital Outlay, Lease Purchase & Debt Service (Home-to-School: Funds 01, 15, & 18, all applicable Resources except 7240, Function 3800, Objects 6400 & 6500, plus Fund 01, Resources 7230, 7235, and 7238, Function 9100, Objects 7438 and 7439, plus Funds 15 & 18, Function 9100, Objects 7438 and 7439, minus Fund 01, Resources 7230 and 7235, Object 8972, minus Funds 15 & 18, Object 8972) (SD/OI: Fund 01, Resource 7240, Function 3800, Objects 6400 & 6500, plus Fund 01, Resource 7240, Function 9100, Objects 7438 and 7439, minus Fund 01, Resource 7240, Object 8972)	096/095	0.00	0.00
1. ENTER amount of capital outlay, lease purchase & debt service included on Line D in Home-to-School that belongs in SD/OI as a decrease to Home-to-School and an increase to SD/OI. (Line D1 must net to zero)			0.00
E. Direct Support Costs			
1. Plant Maintenance & Operations and Facilities (Fund 01, Resource 7230 (HtoS) or 7240 (SD/OI), Functions 8100-8400 and 8700, Objects 2000-5999, 6400, and 6500)		2,126.69	0.00
F. Direct and Direct Support Costs (Lines A through E1 except Line C1a)		314,213.36	632,717.98
G. Reconciliation Amounts (For CDE's use; LEAs, refer to instructions)			
1. Additions			0.00
2. Deductions			0.00
H. Gross Transportation Expense (Line F plus Line G1 minus Line G2)		314,213.36	632,717.98
I. Reimbursement from other districts/county offices/charter or private schools/agencies for transportation expenses included in Line H (Fund 01, Resource 7230 (HtoS) or 7240 (SD/OI), Objects 8677 and 8699)		0.00	0.00
1. ENTER amount of Line I that represents reimbursements other than for transportation services (i.e., fuel tax reimbursement, insurance recovery, bus trade-in or sale, prior year refunds, etc.)			0.00
J. Subtotal, Pupil Transportation Expense (Line H minus Line I plus Line I1)	097/098	314,213.36	632,717.98
K. Indirect Costs (Approved indirect cost rate of 3.89% times the sum of Line H minus lines C1, D, and D1. If negative, then zero.)		12,222.90	24,612.73
L. Net Pupil Transportation Expense (Lines J and K)	100/101	326,436.26	657,330.71

Unaudited Actuals  
2009-10  
Annual Report of Pupil Transportation  
Home-to-School and Severely Disabled/Orthopedically Impaired

34 73973 0000000  
Form TRAN

Description	EDP No.	Home-to-School	SD/OI
<b>SCHEDULE III - ALLOWABLE TRANSPORTATION EXPENSE</b>			
A. Net Pupil Transportation Expense (Schedule II, Line L)		326,436.26	657,330.71
B. ENTER deduction for increased cost of court ordered transportation (Los Angeles Unified, San Bernardino Unified and San Diego Unified only)			
C. Deduction for payments to common carriers and parents in lieu of transportation provided to your pupils			
1. ENTER payments by your LEA, included in Schedule II, Line C1		0.00	
2. ENTER payments by another LEA, included in Schedule II, Line C1		0.00	
3. Less: ENTER payments to common carriers and parents, deducted on Line B			
D. Deduction for bus acquisition and/or replacement			
1. ENTER portion of bus payments included in Schedule II, Line D plus Line D1 that was for your pupils (exclude portion other LEAs paid to you as part of their costs)			
2. ENTER portion of payments included in Schedule II, lines C1 and C8 paid to another LEA providing services to your LEA			
3. Less: ENTER bus acquisition and/or replacement included in deduction taken on Line B			
E. Deduction for unallowable costs			
1. ENTER amount of unallowable costs included in Schedule II, lines C1 and C8 paid by you to another LEA			
2. Less: ENTER unallowable costs amount included in deduction taken on Line B			
F. Total Deductions (Lines B, C1, C2, D1, D2, and E1 minus lines C3, D3, and E2)		0.00	0.00
G. Bus Operating Expense (Line A minus Line F)	110/111	326,436.26	657,330.71
H. 1. Cost Per Mile (Line G divided by Schedule I, Line C)	120/121	6.273	6.645
2. Cost Per Pupil (Line G divided by Schedule I, Line B1)	122/123	772.630	3,821.690
I. Payments to common carriers and to parents in lieu of transportation (Lines C1 and C2 minus Line C3)	080/081	0.00	0.00
J. 1. ENTER prior year unallowable costs paid to another LEA used in the current year for bus purchases			
2. Bus acquisition and replacement (Lines J1, D1, and D2 minus D3)	085/086	0.00	0.00
K. Approved Transportation Expense (Lines G, I, and J2)	130/133	326,436.26	657,330.71
L. Approved Non-SD/OI Home-to-School Transportation Expense			
1. Calculated Expense (Line K divided by Schedule I, Line B1 times Schedule I, Line B2)	132c	0.00	
2. ENTER LEA's computed expense if different than amount calculated in Line L1 (maintain documentation locally)	132a		

Contact: Jeanne Bess

Title: Director of Fiscal Services

Agency: Center Joint Unified School District

Phone Number/Ext: 916 338-6302

E-mail Address: jbess@centerusd.org



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Unaudited Actuals  
2009-10 Unaudited Actuals  
Technical Review Checks

Center Joint Unified

Sacramento County

Following is a chart of the various types of technical review checks and related requirements:

- F - Fatal (Data must be corrected; an explanation is not allowed)
- W/WC - Warning/Warning with Calculation (If data are not correct, correct the data; if data are correct an explanation is required)
- O - Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

## IMPORT CHECKS

### GENERAL LEDGER CHECKS

**EFB-POSITIVE - (W) - Ending balance (Object 979Z) is negative for the following resources. Please explain the cause of the negative balances and your plan to resolve them.**

**EXCEPTION**

FUND	RESOURCE	NEG. EFB
25	0000	-1,310,751.46
Explanation: Economic conditions have made Developer Fee payments from construction sources drop significantly. Meanwhile, the District has reserved frund in our Special Reserve Fund to cover the shortfall.		

Total of negative resource balances for Fund 25	-1,310,751.46
---	---------------

**OBJ-POSITIVE - (W) - The following objects have a negative balance by resource, by fund:**

**EXCEPTION**

FUND	RESOURCE	OBJECT	VALUE
09	0000	8660	-2,531.00
Explanation: Due to the deferral of State allocations, the cash balance for the fund becomes negative. Interest revenue has now become negative.			

13	5310	8660	-726.00
Explanation: See explanation above.			

25	0000	8660	-12,934.00
Explanation: See explanation above.			

25	0000	9790	-1,310,751.46
Explanation: The negative fund balance is a result of payments made out of the Developer Fee fund and the lack of revenues from developers. However, the District has reserved funds in our Special Reserve Fund to cover the shortfall.			

51	0000	8614	-42,898.00
Explanation: The county treasurer is projecting negative interest due to			

economic conditions.

REV-POSITIVE - (W) - In the following resources, total revenues exclusive of contributions (objects 8000-8979) are negative, by fund: EXCEPTION

<u>FUND</u>	<u>RESOURCE</u>	<u>VALUE</u>
25	0000	-8,395.24

Explanation: Negative fund balance in fund 25 produces negative interest net of expected revenues.

## SUPPLEMENTAL CHECKS

### EXPORT CHECKS

Checks Completed.

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Unaudited Actuals  
2010-11 Budget  
Technical Review Checks

Center Joint Unified

Sacramento County

Following is a chart of the various types of technical review checks and related requirements:

- F - Fatal (Data must be corrected; an explanation is not allowed)
- W/WC - Warning/Warning with Calculation (If data are not correct, correct the data; if data are correct an explanation is required)
- O - Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

## IMPORT CHECKS

### GENERAL LEDGER CHECKS

**EFB-POSITIVE - (W) - Ending balance (Object 979Z) is negative for the following resources. Please explain the cause of the negative balances and your plan to resolve them.**

EXCEPTION

FUND	RESOURCE	NEG. EFB
25	0000	-1,310,751.46

Explanation: A negative fund balance is due to economic conditions that have halted the majority of revenues from Developer Fee payments from construction sources. The District has reserved funds in our Special Reserve Fund to cover the shortfall.

Total of negative resource balances for Fund 25 -1,310,751.46

**OBJ-POSITIVE - (W) - The following objects have a negative balance by resource, by fund:**

EXCEPTION

FUND	RESOURCE	OBJECT	VALUE
25	0000	8660	-31,667.00

Explanation: The negative fund balance creates negative interest. See explanation above.

25	0000	9790	-1,310,751.46
----	------	------	---------------

Explanation: See explanation above.

## SUPPLEMENTAL CHECKS

## EXPORT CHECKS

Checks Completed.