

CENTER JOINT UNIFIED SCHOOL DISTRICT

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

◆ District Board Room, Room 503
Wilson C. Riles Middle School
4747 PFE Road, Roseville, CA 95747

Wednesday, November 14, 2012 - 5:45 p.m.

(Please note the adjusted start time.)

STATUS

- I. CALL TO ORDER & ROLL CALL - 5:30 p.m.**
- II. ANNOUNCEMENT OF ITEMS TO BE DISCUSSED IN CLOSED SESSION**
 - 1. Student Expulsions/Readmissions (G.C. §54962)
 - 2. Conference with Labor Negotiator, David Grimes, Re: CSEA and CUTA (G.C. §54957.6)
- III. PUBLIC COMMENTS REGARDING ITEMS TO BE DISCUSSED IN CLOSED SESSION**
- IV. CLOSED SESSION - 5:30 p.m.**
- V. OPEN SESSION - CALL TO ORDER - 5:45 p.m.**
- VI. FLAG SALUTE**
- VII. ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION** Info/Action
- VIII. ADOPTION OF AGENDA** Action

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 schedule 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.

IX. BUSINESS ITEMS

Governance

A. Schedule Annual Organizational Meeting of the Board

Action

Education Code §35143 requires governing boards to set an annual organizational meeting "within a 15-day period that commences with the date upon which a governing board member elected at that election takes office. Organizational meetings in years in which no such regular election for governing board members is conducted shall be held during the same 15-day period on the calendar." (Board members are seated the *first Friday* of December following the November election [Education Code §5017]) That 15-day period for 2012 is December 7-21.

B. CSBA Delegate Assembly Nominations

Action

Nominations will be accepted until Monday, January 7, 2013. Any CSBA member board is eligible to nominate board members within their geographical region or subregion. Each board may nominate as many individuals as it chooses. The subregion for CJUSD is 6-B.

PUBLIC HEARING: In order for the Center Joint Unified School District to avoid a payment of penalties for increasing class size beyond the limits established for grades K-3 in California Education Code, the Board of Trustees must hold a public meeting to discuss the request and submit waivers to the State Board of Education.

Student Services

C. Class Size Waiver, Grades K-3

Action

The waivers would allow the District, for the 2012/13 school year, to strike the portions of Ed. Code 41376 and Ed. Code 41378 that relate to class size at those grade levels.

X. CONSENT AGENDA (5 minutes)

Action

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.

Governance

Personnel

Curriculum

1. Approve Adoption of Minutes from October 17, 2012 Regular Meeting

2. Approve Classified Personnel Transactions

3. Approve 2012/2013 Master Contracts:

Morris Consulting

Mary Gwaltney

4. Approve 2012/2013 Individual Service Agreements:

2012/13-102 Morris Consulting

2012/13-103 Mary Gwaltney

5. Approve Surplus Books to be Recycled/Disposed: Office 2003 & Office 2003-Advanced

6. Approve Memorandum of Understanding with the Sacramento County Child Abuse Prevention Center

7. Approve Memorandum of Understanding with Fortune School of Education

8. Approve Memorandum of Understanding, Agreement #13-4500, with Sacramento County Office of Education for "Introduction: Step Up to Writing" Workshop - Dudley

Business

9. Approve Payroll Orders: July 2012 - October 2012

10. Approve Supplemental Agenda (Vendor Warrants)

XI. REPORTS/PRESENTATIONS (8 minutes each)

Info

Business

1. **Budget Update** - Jeanne Bess

- XII. STUDENT BOARD REPRESENTATIVE REPORTS** (3 minutes each) Info
1. Center High School - Aleah Woods
 2. McClellan High School - Ronnie Barnes/Tyler Baumann
 3. Antelope View Charter School - Nathan Palafax
 4. Global Youth Charter School - Niko Morris
- XIII. ORGANIZATION REPORTS** (3 minutes each) Info
1. CSEA - Cyndy Mitchell, President
 2. CUTA - Heather Woods, President
- XIV. COMMENTS FROM THE AUDIENCE REGARDING ITEMS NOT ON THE AGENDA** Public
Comments
Invited
- Anyone may address the Board regarding any item that is within the Board's subject matter jurisdiction. However, the Board may not 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.*
- XV. BOARD / SUPERINTENDENT REPORTS** (10 minutes) Info
- XVI. ADVANCE PLANNING** Info
- a. Future Meeting Dates:
 - i. Regular Meeting: Wednesday, December 12, 2012 @ 6:00 p.m. - District Board Room - Room 503, located at Riles Middle School, 4747 PFE Road, Roseville, CA 95747
 - b. Suggested Agenda Items: Annual Organizational Meeting
- XVII. CONTINUATION OF CLOSED SESSION (Item IV)** Action
- XVIII. ADJOURNMENT** Action

Center Joint Unified School District

AGENDA REQUEST FOR:	
Dept./Site: Superintendent's Office	Action Item <u> X </u>
To: Board of Trustees	Information Item <u> </u>
Date: November 14, 2012	# Attached Pages <u> 4 </u>
From: Scott A. Loehr, Superintendent	
Principal/Administrator Initials: <u> </u>	

<p>SUBJECT: Schedule Annual Organizational Meeting of the Board</p> <p>Education Code §35143 requires governing boards to set an annual organizational meeting "within a 15-day period that commences with the date upon which a governing board member elected at that election takes office. Organizational meetings in years in which no such regular election for governing board members is conducted shall be held during the same 15-day period on the calendar." (Board members are seated the <i>first Friday</i> of December following the November election [Education Code §5017]) That 15-day period for 2012 is December 7-21.</p> <p>It is recommended that this be scheduled during our Regular Board Meeting on Wednesday, December 12, 2012 at 6:00 p.m. in Room 503 - District Board Room, located at Wilson C. Riles Middle School.</p> <p>RECOMMENDATION: The Center Joint Unified School District Board of Trustees approve the scheduling of the Annual Organizational Meeting of the Board to occur on Wednesday, December 12, 2012 at 6:00 p.m. in the District Board Room (Room 503), located at Wilson C. Riles Middle School.</p>

Sacramento

Office of Education *County*

10474 Mather Boulevard
P.O. Box 269003
Sacramento, CA 95826-9003
(916) 228-2500

www.scoe.net

Memorandum

TO: District Superintendents

FROM: David W. Gordon, County Superintendent *Dave*

DATE: October 5, 2012

SUBJECT: ANNUAL ORGANIZATIONAL MEETING FOR GOVERNING BOARDS

Under the provisions of Education Code §35143, your governing board is required to set an annual organizational meeting "within a 15-day period that commences with the date upon which a governing board member elected at that election takes office. Organizational meetings in years in which no such regular election for governing board members is conducted shall be held during the same 15-day period on the calendar." (Board members are seated the *first Friday* of December following the November election [Education Code §5017])

The 15-day period for 2012 is:
December 7-21

The day and time of the annual meeting are to be selected by your governing board at its regular meeting held (in November) *immediately prior to the first day of such 15-day period*, and the board shall notify the County Superintendent of Schools of the day and time selected.

Following your regular meeting held immediately prior to December 7, please complete and return the enclosed form, notifying us of the date and time of your organizational meeting.

NOTE: Education Code §35143 requires the County Superintendent of Schools to designate the date and time for the annual organizational meeting if your Board fails to do so. Therefore, it is important that we receive this form no later than 5:00 p.m. on November 19, 2012. If necessary, please send the form to us via fax at 916.228.2403.

After your organizational meeting has been held, please have the enclosed "Certificate of Election of Board President, Clerk and Board Representative" (**yellow form**) completed, signed and forwarded to this office. If you have any questions, please call Carla Miller at 916.228.2410.

Enclosures

Education Code Section 35143

The governing board of each school district shall hold an annual **organizational meeting**. In a year in which a regular election for governing board members is conducted, the meeting shall be held on a day within a 15-day period that commences with the date upon which a governing board member elected at that election takes office.

Organizational meetings in years in which no such regular election for governing board members is conducted shall be held during the same 15-day period on the calendar. Unless otherwise provided by rule of the governing board, the day and time of the annual meeting shall be selected by the board at its regular meeting held immediately prior to the first day of such 15-day period, and the board shall notify the county superintendent of schools the day and time selected. The clerk of the board shall, within 15 days prior to the date of the annual meeting, notify in writing all members and members-elect of the date and time selected for the meeting.

If the board fails to select a day and time for the meeting, the county superintendent of schools having jurisdiction over the district shall, prior to the first day of such 15-day period and after the regular meeting of the board held immediately prior to the first day of such 15-day period, designate the day and time of the annual meeting. The day designated shall be within the 15-day period. He shall notify in writing all members and members-elect of the date and time.

At the annual meeting the governing board of each high school district, union high school district, and joint union high school district shall organize by electing a president from its members and a clerk.

At the annual meeting each city board of education shall organize by electing a president from its members.

At the annual meeting the governing board of each other type of school district, except a community college district, shall elect one of its members clerk of the district.

As an alternative to the procedures set forth in this section, a city board of education whose members are elected in accordance with a city charter for terms of office commencing in December, may hold its annual organizational meeting required in this section between December 15 and January 14, inclusive, as provided in rules and regulations which shall be adopted by such board. At the annual meeting the city board of education shall organize by electing a president and vice president from its members who shall serve in such office during the period January 15 next to the following January 14, unless removed from such office by majority vote of all members of the city board of education.

SCHEDULING OF ANNUAL ORGANIZATIONAL MEETING

TO: David W. Gordon, County Superintendent
Sacramento County Office of Education
P.O. Box 269003
Sacramento, CA 95826-9003

FROM: _____ District

The annual organizational meeting of this district has been set for:

Date: _____

Time: _____

Place: _____

This action was taken during the regular meeting *immediately preceding* December 7, 2012.

I hereby certify that 15 days prior to this date all members and members-elect will be notified in writing of the time and place of the annual organizational meeting.

Signed: _____

Title: _____

Date: _____

PLEASE NOTE: If this form is not received by the County Superintendent of Schools by **5:00 p.m. on November 19, 2012**, the County Superintendent shall set the date and time of the annual organizational meeting as required by Education Code §35143.

CERTIFICATE OF ELECTION
OF
BOARD PRESIDENT, CLERK & BOARD REPRESENTATIVE

INSTRUCTIONS: *Please complete and forward this certificate to the County Superintendent of Schools immediately following your annual organizational meeting which must be held between December 7 and December 21, 2012.*

It is hereby certified that at the annual organizational meeting of the governing board of the _____ District, held _____, 2012, the following officers and representatives were elected:

PRESIDENT:

Address:

CLERK:

Address:

**BOARD
REPRESENTATIVE:**

Address:

Submitted by:

Title:

Return to:

**Carla Miller
Sacramento County Office of Education
P.O. Box 269003
Sacramento, CA 95826-9003**

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Superintendent's Office **Action Item** X

To: Board of Trustees **Information Item**

Date: November 14, 2012 **# Attached Pages** 6

From: Scott A. Loehr, Superintendent

Principal/Administrator Initials:

SUBJECT: CSBA Delegate Assembly Nominations

Nominations will be accepted until Monday, January 7, 2013. Any CSBA member board is eligible to nominate board members within their geographical region or subregion. Each board may nominate as many individuals as it chooses. The subregion for CJUSD is 6-B.

RECOMMENDATION:

California School Boards Association

OFFICE OF SUPERINTENDENT

OCT 29 2012

CENTER JOINT
UNIFIED SCHOOL DISTRICT



**TIME SENSITIVE – For Board ACTION –
Nominations due Monday, January 7, 2013**

Please deliver to all members of the governing board. Thank you.

October 26, 2012

MEMORANDUM

TO: Board Presidents and Superintendents - CSBA Member Boards of Education
FROM: Jill Wynns, President
SUBJECT: **Call for Nominations for CSBA Delegate Assembly**

CSBA's Delegate Assembly is a vital link in the association's governance structure. Working with local districts, county offices, the Board of Directors and Executive Committee, Delegates ensure that the association reflects the interests of school districts and county offices of education throughout the state. **Nomination and Candidate Biographical Sketch forms for CSBA's Delegate Assembly are now being accepted until Monday, January 7, 2013.** All forms and information related to the election process are available to download from the CSBA website at www.csba.org/AboutCSBA.aspx.

- Any CSBA member board is eligible to nominate board members within their geographical region or subregion.
- Boards may nominate as many individuals as it chooses by using the nomination form.
- Approval from board member to be nominated to CSBA's Delegate Assembly.
- All nominees must submit a one-page, single-sided, candidate biographical sketch form and an optional one-page, one-sided résumé, (résumé cannot be substituted for the candidate biographical sketch form).
- All nomination materials must be postmarked or faxed no later than **Monday, January 7.**
- Delegates serve two-year terms beginning April 1, 2013 through March 31, 2015
- There are two required Delegate Assembly meetings each year, one in May in Sacramento and one preceding the CSBA Annual Education Conference and Trade show in November/December.

For further information about the Delegate Assembly, please contact Charlyn Tuter in CSBA's Leadership Services department at (800) 266-3382. You may download the following forms and find more information at www.csba.org/AboutCSBA.aspx. Thank you.

- ❖ Delegate Assembly Brochure
- ❖ Nomination Form
- ❖ Candidate's Biographical Sketch Form
- ❖ Important Dates
- ❖ List of all Delegates whose term expires in 2013
- ❖ Alphabetical List of Districts and County offices
- ❖ FAQ



2013 Delegate Assembly Nomination Form

Due: Monday, January 7, 2013 (U.S. Postmark or fax - 916.669.3305 or 916.371.3407)

CSBA Region/subregion # ____/____

The Board of Education of the _____
(Nominating School District or COE)

wishes to nominate _____
(Nominee)

The nominee is a member of the _____,
(Nominee's School District or COE)

which is a member of the California School Boards Association.

- ☐ The nominee has consented to this nomination.
- ☐ Attached is the nominee's required one-page, single-sided candidate biographical sketch form and optional one-page, single-sided résumé.
- ☐ The nominee's required one-page, single-sided candidate biographical sketch form and optional one-page, single-sided résumé will be sent by the deadline date.

Board Clerk or Board Secretary (signed) Date

Board Clerk or Board Secretary (printed)

PLEASE NOTE: The nomination and candidate biographical sketch forms must be faxed or U.S. postmarked no later than **Monday, January 7, 2013**. Forms postmarked or faxed after January 7 cannot be accepted. Please contact Charlyn Tuter at (800) 266-3382 should you have any questions.

Return nomination to:

California School Boards Association | 3100 Beacon Blvd., P.O. Box 1660 | West Sacramento, CA 95691-1660
(916) 371-4691 (800) 266-3382 | Fax: (916) 371-3407 or (916) 669-3305 | www.csba.org



CSBA

2013 Delegate Assembly Candidate Biographical Sketch Form

Due: Monday, January 7, 2013 (U.S. Postmark or fax – 916.669.3305 or 916.371.3407)

Please complete, sign and date this **required** candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and please do not re-type this form. Any additional page(s) exceeding this candidate form will **not** be accepted.

Name: _____	CSBA Region/Subregion: _____ / _____
District or COE: _____	Years on board: _____ ADA: _____
Contact Number: _____	E-mail: _____
Are you a continuing Delegate? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, how long have you served as a Delegate? _____	

CSBA's Delegate Assembly sets the general education policy direction for the Association. As a member of the Delegate Assembly, please describe what your top three educational priorities would be, and why they are important to the Association.

Another responsibility of Delegates is to communicate the interests of local boards to CSBA's Board of Directors, Executive Committee and staff. Please describe your activities/involvement or interests in your local district or county office.

Why are you interested in becoming a Delegate and what contribution do you feel you would make as a member of the Delegate Assembly?

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: _____ Date: _____

CSBA DELEGATES WHOSE ELECTED TERM EXPIRES IN 2013

Below are the names of Delegates in each region/subregion whose term expires in 2013 and are up for re-election, if they choose to run. (County Delegates are listed on a separate document.) Delegates must be nominated by a CSBA member board that is located within the region or subregion. If a subregion is not listed, it is because the current Delegate's term has not expired. *Nomination and Candidate Biographical sketch forms are due by Monday, January, 7, 2013.*

REGION 1 - Counties: Del Norte, Humboldt, Lake, Mendocino

Subregion 1-A (Del Norte, Humboldt)
Frances Costello (Del Norte County & USD)

REGION 2 - Counties: Lassen, Modoc, Plumas, Shasta, Siskiyou, Trinity

Subregion 2-A (Modoc, Siskiyou, Trinity)
Margaret DeBortoli (Siskiyou Union HSD)
Subregion 2-B (Shasta)
James Schwerdt (Shasta Union HSD)

REGION 3 - Counties: Marin, Napa, Solano, Sonoma

Subregion 3-A (Sonoma)
Ron Abler (Forestville Union ESD)
Subregion 3-B (Napa)
Indira Lopez (Calistoga Joint USD)
Subregion 3-C (Solano)
David C. Isom (Fairfield-Suisun USD)
Vacant

REGION 4 - Counties: Butte, Colusa, Glenn, Nevada, Placer, Sierra, Sutter, Tehama, Yuba

Subregion 4-B (Butte)
Don Phillips (Oroville Union HSD)
Subregion 4-C (Colusa, Sutter, Yuba)
Sharman Kobayashi (Yuba City USD)
Subregion 4-D (Nevada, Placer, Sierra)
Trish Gerving (Nevada City SD)
Paige K. Stauss (Roseville Joint Union HSD)

REGION 5 - Counties: San Francisco, San Mateo

Subregion 5-B (San Mateo)
Maria Diaz-Slocum (Redwood City ESD)
Carrie Du Bois (Sequoia Union HSD)
Kevin Martinez (San Bruno Park ESD)

REGION 6 - Counties: Alpine, Amador, El Dorado, Mono, Sacramento, Yolo

Subregion 6-B (Sacramento)
John Gordon (Galt Joint Union ESD)
Lisa Kaplan (Natomas USD)
Richard Shaw (Folsom-Cordova USD)
Edward Short (Folsom-Cordova USD)
Vacant
Subregion 6-C (El Dorado, Amador, Alpine, Mono)
Lyle Eichert (Buckeye Union ESD)

REGION 7 - Counties: Alameda, Contra Costa

Subregion 7-A (Contra Costa)
Arthur M. Clarke (Walnut Creek ESD)
Teresa Gerringer (Lafayette ESD)
Subregion 7-B (Alameda)
David G. Haubert (Dublin USD)
Lily K. Mei (Fremont USD)
Diana J. Prola (San Leandro USD)
Nancy Thomas (Newark USD)

REGION 8 - Counties: Calaveras, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne

Subregion 8-A (San Joaquin)
Matthew Balzarini (Lammersville Joint USD)
Brian Jackman (Jefferson ESD)
Subregion 8-B (Calaveras, Mariposa, Tuolumne)
Zerrall McDaniel (Calaveras USD)
Subregion 8-C (Stanislaus)
Eileen Hamilton (Turlock USD)
Cynthia Lindsey (Sylvan Union ESD)
Subregion 8-D (Merced)
Adam Cox (Merced City ESD)

REGION 9 - Counties: Monterey, San Benito, San Luis Obispo, Santa Cruz

Subregion 9-A (San Benito, Santa Cruz)
George Wylie (San Lorenzo Valley USD)
Subregion 9-B (Monterey)
Kathryn Ramirez (Salinas Union HSD)
Subregion 9-C (San Luis Obispo)
Tami Gunther (Atascadero USD)

REGION 10 - Counties: Fresno, Kings, Madera

Subregion 10-A (Madera)
Barbara Bigelow (Chawanakee USD)
Subregion 10-B (Fresno)
Ismael D. Herrera (Menota USD)
James Karle (Sanger USD)
Kathy Spate (Caruthers USD)
Randel M. Yano (Clay Joint ESD)

REGION 11 - Counties: Santa Barbara, Ventura & Las Virgenes USD

Subregion 11-A (Santa Barbara)
Pam Kinsley (Goleta Union ESD)
Subregion 11-B (Ventura County and Las Virgenes USD)
Christina Urias (Santa Paula Union HSD)
John Walker (Ventura USD)



REGION 12 - Counties: Kern, Tulare**Subregion 12-A (Tulare)**

Teresa Garcia (Tulare City SD)
Dean Sutton (Exeter Union ESD)

Subregion 12-B (Kern)

Linda Brenner (Panama-Buena Vista Union SD)
Blaine Geissel (Rosedale Union ESD)
Deanna Rodriguez-Root (Richland SD)
Lillian Tafoya (Bakersfield City ESD)

REGION 15 - Counties: Orange County and Lowell Jt. USD

Bonnie Castrey (Huntington Beach Union HSD)
Judith Edwards (Fountain Valley ESD)
Karin Freeman (Placentia-Yorba Linda USD)
Celia Jaffe (Huntington Beach City ESD)
Sue Kuwabara (Irvine USD)
Barbara Michel (Buena Park ESD)
Jose F. Moreno (Anaheim City SD)
Robert A. Singer (Fullerton Joint Union HSD)
Suzie Swartz (Saddleback Valley USD)

REGION 16 - Counties: Inyo, San Bernardino**Subregion 16-A (Inyo)**

Catherine George (Lone Pine USD)

Subregion 16-B (San Bernardino)

Christina Cameron-Otero (Needles USD)
Chuck Christie (Yucaipa-Calimesa Joint USD)
Tom Courtney (Lucerne Valley USD)
Karen Gray (Silver Valley USD)
Kathy A. Thompson (Central ESD)
Charles Uhalley (Chaffey Joint Union HSD)

REGION 17 - County: San Diego

Twila Godley (Lakeside Union SD)
Penny Halgren (La Mesa-Spring Valley SD)
Sharon C. Jones (San Diego COE)
Kelli Moors (Carlsbad USD)
Janet W. Mulder (Jamul-Dulzura Union ESD)
Barbara Ryan (Santee ESD)
Priscilla Schreiber (Grossmont Union HSD)

REGION 18 - Counties: Imperial, Riverside**Subregion 18-A (Riverside)**

Justin Blake (Palm Springs USD)
Robin J. Crist (Murrieta Valley USD)
Memo Mendez (Jurupa USD)
John I. Norman (San Jacinto USD)
Vincent O'Neal (Temecula Valley USD)
Mark Orozco (Beaumont USD)

Subregion 18-B (Imperial)

Ralph Fernandez (Brawley Union HSD)
Diahna Garcia-Ruiz (Heber ESD)

REGION 20 - County: Santa Clara

Danielle Cohen (Campbell Union SD)
Michael Gipe (Saratoga Union ESD)
Albert Gonzalez (Santa Clara USD)
Nancy A. Newton (Fremont Union HSD)
George Sanchez (Franklin-McKinley ESD)

REGION 22 - North Los Angeles - Los Angeles County**John K. Curiel (Westside Union ESD)**

R. Michael Dutton (Keppel Union ESD)
Rose Koscielny (Saugus Union ESD)

REGION 23 - San Gabriel Valley and East Los Angeles County**Subregion 23-A**

Richard A. Sonner (South Pasadena USD)
Matthew Stadler (San Gabriel USD)

Subregion 23-B

Heidi L. Gallegos (Rowland USD)
Helen Hall (Walnut Valley USD)
Larry L. Redinger (Walnut Valley USD)

Subregion 23-C

Hilary LaConte (Claremont USD)
Christina Lucero (Baldwin Park USD)

REGION 24 - Southwest Crescent - Los Angeles County

Jan Baird (South Whittier ESD)
Maynard G. Law (ABC USD)
Joseph Rivera (El Rancho USD)
Patricia Siever (Culver City USD)
Sophia M. Tse (ABC USD)
Ana Valencia (Norwalk-La Mirada USD)



IMPORTANT

Deadline and CSBA Delegate Assembly Meeting Dates

Important 2013 Dates to keep in mind:

- Monday, January 7: U.S. Postmark or fax deadline for *required* Nomination and Candidate Biographical Sketch Forms
- By Friday, February 1: Ballots mailed to Member Boards
- February 1 – March 15: Boards vote for Delegates
- Friday, March 15: Deadline for the ballots to be returned to CSBA (U.S. Postmark ONLY)
- By Friday, March 29: Ballots to be tallied
- By Monday, April 1: Election results, except for run-offs, will be posted on CSBA's website
- Tuesday, April 30: Deadline for run-off ballots (U.S. Postmark ONLY)
- Saturday, May 18 – Sunday, May 19: Delegate Assembly meeting in Sacramento
- Wednesday, December 4 – Thursday, December 5: Delegate Assembly meeting in San Diego



California School Boards Association

3100 Beacon Blvd., P.O. Box 1660 | West Sacramento, CA 95691-1660

(916) 371-4691 (800) 266-3382 | Fax: (916) 371-3407 or (916) 669-3305 | www.csba.org

AGENDA ITEM # IX-C

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Personnel

Date: November 14, 2012

Action Item X

To: Board of Trustees

Information Item

From: David Grimes 
Director of Personnel/Student Services

Attached Pages

SUBJECT: CLASS SIZE WAIVER

David Grimes, Director of Personnel/Student Services will present to the Governing Board for discussion and approval the District's intention to submit to the State Board of Education a request for class size waiver for the 2012/13 school year.

RECOMMENDATION: Approve Waiver Request

AGENDA ITEM # IX-C

PERSONNEL AND STUDENT SERVICES MEMORANDUM

TO: BOARD OF TRUSTEES, CENTER JOINT UNIFIED SCHOOL DISTRICT
FROM: DAVID GRIMM, DIRECTOR OF PERSONNEL AND STUDENT SERVICES
SUBJECT: CLASS SIZE WAIVER REQUESTS
DATE: 10/29/2012
CC: SCOTT LOEHM, SUPERINTENDENT

In order for the District to avoid a payment of penalties for increasing class size beyond the limits established for grades K-3 in California Education Code, the Board of Trustees must 1) hold a public meeting to discuss the request; 2) submit a waiver to the State Board of Education:

SPECIFIC WAIVER (Grades K-3)

The waiver would allow the district, for a one-year period, to strike the portions of Ed Code 41376 and Ed Code 41378 that relate to class size at the above-mentioned grade levels.

The Ed Code establishes the following class size maximums:

2. **Kindergarten: average class sized not to exceed 31 students; no classes larger than 33 students**
3. **Grades 1-3: average class size not to exceed 30 students; no classes larger than 32 students**

If these limits are exceeded, E.C. 41376(c) et. al. and 41378(e) require the Superintendent of Public Instruction to reduce the district's revenue limit apportionment for each student of the limit. In short, this means that the penalty for exceeding the limit is a loss in all revenue limit funding for each student over the limit.

Our rationale for this waiver request would fall within the guidelines established by the State Board of Education at it's August, 2010, meeting, when the Members made the following finding:

"Given the extremely challenging fiscal environment presently facing all California schools and the specific financial circumstances described by the district in the waiver application, the Board finds that the district's continued ability to maintain the delivery of instruction and required program offerings in all core subjects, including reading and mathematics, will be seriously compromised by the financial penalties the district would otherwise incur without the requested waiver."

In my opinion, if the Ed Code sections are not waived, our financial situation would prevent us from developing more effective educational programs to improve instruction at the affected grade levels.

I am requesting, therefore, the authority to apply for a class size waiver.

SPECIFIC WAIVER REQUEST

SW-1 (Rev. 10-2-09)

<http://www.cde.ca.gov/re/lr/wr/>First Time Waiver:
Renewal Waiver: X

Send Original plus one copy to:

Waiver Office, California Department of Education
1430 N Street, Suite 5602
Sacramento, CA 95814Send Electronic copy in **Word** and
back-up material to: waiver@cde.ca.gov

		CD CODE						
		3	4	7	3	9	7	3
Local educational agency: Center Joint Unified School District		Contact name and Title: David Grimes, Director of Personnel and Student Svcs.				Contact person's e-mail address: davidgrimes@centerusd.org		
Address: (City) (State) (ZIP) 8408 Watt Avenue, Antelope, CA 95843		Phone (and extension, if necessary): (916) 338-6413 Fax number: (916) 338-6322						
Period of request: (month/day/year) From: July 1, 2012 To: June 30, 2013		Local board approval date: (Required) November 14, 2012						
LEGAL CRITERIA								
1. Authority for the waiver: EC 41382 2. Write the <i>EC</i> Section citation, which allows you to request, or authorizes the waiver of the specific <i>EC</i> Section you want to waive.								
3. <i>Education Code</i> or <i>California Code of Regulations</i> or portion to be waived. Section to be waived: (number) EC 41376 (a) (c) (d) and EC 41378 Circle One: (<i>EC</i>) or <i>CCR</i> Brief Description of the topic of the waiver: Class Size Penalties grades K, 1-3								
4. If this is a renewal of a previously approved waiver, please list Waiver No: <u> 43-6-2011 </u> and date of SBE approval Sept. 7-8, 2011 Renewals of Waivers must be approved by the local board and submitted two months before the active waiver expires.								
5. Collective bargaining unit information. (Not necessary for EC 56101 waivers) Does the district have any employee bargaining units? <u> No </u> <u> X </u> Yes If yes, please complete required information below: Bargaining unit(s) consulted on date(s): September 7, 2012 Name of bargaining units and representative(s) consulted: Heather Woods, President, Center Unified Teachers Association The position(s) of the bargaining unit(s): <u> </u> Neutral <u> </u> Support <u> x </u> Oppose (<i>Please specify why</i>) Comments (if appropriate): Union, while understanding financial situation of the district, supports smaller class sizes at all grade levels.								
6. Advisory committee or school site council that reviewed the waiver. Name: Superintendent's Advisory Council, District Advisory Council Per EC 33051(a) if the waiver affects a program that requires a school site council that council must approve the request. Date advisory committee/council reviewed request: N/A – does not affect any program requiring School Site Council oversight.								

CALIFORNIA DEPARTMENT OF EDUCATION
SPECIFIC WAIVER REQUEST
 SW-1 (Rev. 10-2-09)

7. Education Code or California Code of Regulations section to be waived. If the request is to waive a portion of a section, type the text of the pertinent sentence of the law, or those exact phrases requested to be waived (or use a **strike out key** if only portions of sections are to be waived). (Attach additional pages if necessary.)

EC 41376 (a) (c) (d) *attached*

EC 41378 *attached*

8. Desired outcome/rationale. State what you hope to accomplish with the waiver. Describe briefly the circumstances that brought about the request and why the waiver is necessary to achieve improved student performance and/or streamline or facilitate local agency operations. (Attach additional pages if necessary.)

The Center Joint Unified School District has presented a "qualified" budget to Sacramento County, the result of declining enrollment and decreased state revenues. The best-case scenario for CJUSD for school year 2012-2013 shows a budget shortfall. Even after concessions from both certificated and classified employee groups (in the form of furlough days) and the reduction of the school year by 5 days, the District will suffer financial hardship unless this waiver is granted. The District intends to continue to provide high-quality instruction in the core areas to students at all grade levels, but the financial penalty incurred if a waiver is not granted may preclude the District from doing so.

9. Demographic Information:
 Center Joint Unified School District has a student population of 4805 and is located in an urban area in Sacramento County.

Is this waiver associated with an apportionment related audit penalty? (per EC 41344) ☒ No ☐ Yes
 (If yes, please attach explanation or copy of audit finding)

Has there been a Categorical Program Monitoring (CPM) finding on this issue? ☒ No ☐ Yes
 (If yes, please attach explanation or copy of CPM finding)

District or County Certification – I hereby certify that the information provided on this application is correct and complete.

Signature of Superintendent or Designee:



Title:

Director of Personnel and Student Services

Date:

10-29-12

Signature of SELPA Director (only if a Special Education Waiver)

Date:

FOR CALIFORNIA DEPARTMENT OF EDUCATION USE ONLY

Staff Name (type or print):

Staff Signature:

Date:

Unit Manager (type or print):

Unit Manager Signature:

Date:

Division Director (type or print):

Division Director Signature:

Date:

Deputy (type or print):

Deputy Signature:

Date:

7.

41376(a)(c)(d) The Superintendent of Public Instruction, in computing apportionments and allowances from the State School Fund for the second principal apportionment, shall determine the following for the regular day classes of the elementary schools maintained by each school district:

~~(a) For grades 1 to 3, inclusive, he shall determine the number of classes, the number of pupils enrolled in each class, the total enrollment in all such classes, the average number of pupils enrolled per class, and the total of the numbers of pupils which are in excess of thirty (30) in each class. For those districts which do not have any classes with an enrollment in excess of 32 and whose average size for all the classes is 30.0 or less, there shall be no excess declared. For those districts which have one or more classes in excess of an enrollment of 32 or whose average size for all the classes is more than 30, the excess shall be the total of the number of pupils which are in excess of 30 in each class having an enrollment of more than 30.~~
~~(c) He shall compute the product obtained by multiplying the excess number of pupils, if any, under the provisions of subdivision (a) of this section by ninety seven hundredths (0.97), and shall multiply the product so obtained by the ratio of statewide change in average daily attendance to district change in average daily attendance. Change in average daily attendance shall be determined by dividing average daily attendance in grades 1, 2 and 3 reported for purposes of the first principal apportionment of the current year by that reported for purposes of the first principal apportionment of the preceding year. (d) If the school district reports that it has maintained, during the current fiscal year, any classes in which there were enrolled pupils in excess of thirty (30) per class pursuant to subdivision (a) of this section, and there is no excess number of pupils computed pursuant to subdivision (b) of this section, he shall decrease the average daily attendance reported under the provisions of Section 41601 by the product determined under subdivision (c) of this section.~~

41378. The Superintendent of Public Instruction, in computing apportionments and allowances from the State School Fund for the second principal apportionment, shall determine the following for the kindergarten classes maintained by each school district maintaining kindergarten classes.

~~(a) The number of pupils enrolled in each kindergarten class, the total enrollment in all such classes, and the average number of pupils enrolled per class.~~

~~(b) The total number of pupils which are in excess of thirty three (33) in each class having an enrollment of more than thirty three (33).~~

~~(c) The total number of pupils by which the average class size in the district exceeds 31.~~

~~(d) The greater number of pupils as determined in (b) or (c) above.~~

~~(e) He shall compute the product obtained by multiplying the excess number of pupils computed pursuant to subdivision (d) of this section by ninety seven hundredths (0.97). He shall decrease the average daily attendance reported under the provisions of Section 41601 by the resulting product.~~

Center Joint Unified School District Statement related to Specific Waiver request

The Center Joint Unified School District is making a request to temporarily increase class size in grades K - 3 to an average of 34 students per class, an average that exceeds the Ed. Code-mandated limit on class size at those grade levels. If this waiver is not granted, the penalty imposed on the District (an estimated \$689,724) would have an extremely negative impact on programs that have already been devastated by a combination of declining enrollment and state budget reductions. The District is already facing a budget shortfall of at least 1.47 million this fiscal year, which has resulted in major adjustments to core educational programs at all grade levels.

While Center Joint Unified School District has worked hard to provide the essential core academic programs to our students, the imposition of a penalty coupled with the current loss of state revenue would deal a blow to our ability to continue to provide such quality instruction to our students. We continue to take pride in the accomplishments of all our students, especially in the core areas of mathematics and reading instruction, and would like to continue to offer the quality educational programs our community expects and requires.

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Superintendent's Office

Action Item X

To: Board of Trustees

Information Item

Date: November 14, 2012

#Attached Pages

From: Scott A. Loehr, Superintendent

Principal's Initials:

SUBJECT: Adoption of Minutes

The minutes from the following meeting are being presented:

October 17, 2012 Regular Meeting

RECOMMENDATION: The CJUSD Board of Trustees approve the presented minutes.

CONSENT AGENDA

CENTER JOINT UNIFIED SCHOOL DISTRICT

BOARD OF TRUSTEES REGULAR MEETING

District Board Room, Room 503
Wilson C. Riles Middle School
4747 PFE Road, Roseville, CA 95747

Wednesday, October 17, 2012

MINUTES

OPEN SESSION - CALL TO ORDER - President Anderson called the meeting to order at 5:30 p.m.

ROLL CALL - Trustees Present: Mrs. Anderson, Mrs. Kelley, Mr. Hunt, Mr. Wilson

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

Administrators Absent: David Grimes, Director of Personnel/Student Services

ANNOUNCEMENT OF ITEMS TO BE DISCUSSED IN CLOSED SESSION

1. Student Expulsions/Readmissions (G.C. §54962)
2. Conference with Labor Negotiator, David Grimes, Re: CSEA (G.C. §54957.6)

PUBLIC COMMENTS REGARDING ITEMS TO BE DISCUSSED IN CLOSED SESSION

CLOSED SESSION - 5:30 p.m.

OPEN SESSION - CALL TO ORDER - 6:01 p.m.

FLAG SALUTE - led by Nancy Anderson

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)

Student Expulsion #12/13.01 - Approved as amended.

Motion: Wilson
Second: Hunt

Ayes: Anderson, Kelley, Hunt, Wilson
Noes: None

Student Expulsion #12/13.02 - Recommendation approved.

Motion: Wilson
Second: Hunt

Ayes: Anderson, Kelley, Hunt, Wilson
Noes: None

Adoption of Agenda - There was a motion to approve the adoption of the agenda as presented.

Motion: Kelley

It was asked if 2 items could be pulled from the Consent Agenda. The motion was amended to approve the adoption of the agenda, but pull Consent Agenda Items 12 & 14 for separate consideration.

Moved to approve as amended.

Motion: Kelley

Vote: General Consent

Second: Wilson

STUDENT BOARD REPRESENTATIVE REPORTS

1. Center High School - Aleah Woods
 - had Homecoming Week activities: Wednesday - Powder Puff Rally & Game, Thursday night - Area Decorations, Friday night - Homecoming Football game & skits.
 - Football team beat Colfax last Friday and is now 7-1.
 - API Scores are up.
2. McClellan High School - Ronnie Barnes was not available to report
3. Antelope View Charter School - Nathaniel Palafax
 - test scores went up from 677 to 719.
 - holding monthly meetings for Seniors, as well as other meetings for the other grade levels.
 - students are continuing to do work and come to class, and are exceeding expectations.
4. Global Youth Charter School - Niko Morris
 - recently had grade reports come out; for students struggling, there will be a tutoring club after school.
 - there will be a Halloween Rally on Halloween.
 - soccer team is #1 in the division; if they win tomorrow they will be division champions and will play in the playoffs.

ORGANIZATION REPORTS

1. **CSEA** – Cyndy Mitchell, President, was not available to report. Marie Huggins represented CSEA and noted that when CSEA met, they were offered by the district, for the district to pay the increase in benefits for the 2013 year. CSEA will be holding chapter elections in December for Vice President and Treasurer; there will be nominations during October & November chapter meetings. CSEA will be working with board candidates in the precincts this weekend.
2. **CUTA** - Heather Woods, President, noted that CUTA ratified the benefits agreement today. She noted that she loves having their meetings prior to the board meeting; she is able to hear about the activities happening at all the sites. She did note that class sizes are large and there is some strain because of it. CUTA's push is to remember how important it is to be able to give that individual attention to our students, both inside and outside of the classroom.

REPORTS/PRESENTATIONS

1. **Williams Uniform Complaint Quarterly Reporting** – David Grimes was not available to report. Scott Loehr reported that there was 1 reporting for the quarter. This item was already resolved.

REPORTS/PRESENTATIONS (continued)

2. **2012 Annual Performance Index Update** – Rebecca Lawson, Coordinator of Curriculum, shared with the Board the 2011 Base API and 2012 Growth API for each site as well as the district overall. She also shared a comparison of district APIs among other area districts.

3. **California Common Core State Standards Overview** – Rebecca Lawson, Coordinator of Curriculum, shared with the Board an overview of Common Core Standards. She noted that these are nationally adopted standards and will replace our current state standards. She covered what they look like, where they came from, who's involved, key features, and how the students will be assessed.

Scott Loehr noted that it is a different mind shift. Rebecca Lawson noted that it will be implemented in the Fall of the 2014-15 school year. Smarter Balance will begin Spring of 2014 through 2015. Trustee Kelley inquired on the training schedule. Mr. Loehr noted that we are in the awareness phase right now. Trustee Hunt inquired on what the changes are for figuring the API scores. Mr. Loehr noted that the bill is very confusing. It will have to be defined. Trustee Wilson asked for clarification on how the students will be answering the problems. Mr. Loehr noted that they will not just be getting the answer, they will be doing more for the end result. Ms. Woods noted that the 2 year implementation is giving staff more stress. When we adopted state standards in 1999 there were teacher inservice days, class size reduction, etc. and we don't have that now. Rebecca noted that because these will be national standards we will have more resources. Mr. Loehr noted that there are some local trainings going on. Cindy Campbell, parent, asked if this is state mandated or do we have the option to go this route. Mr. Loehr noted that it is state mandated.

4. **"Leader in Me" Student Presentation** – Kathy Lord, Principal at North Country Elementary School, noted that this is a 5 year program. It required 4 days of training before school started. Another requirement is to have a lighthouse leadership team (7 teachers, including Jason & Kathy, to implement the program and make sure the momentum continues). Jason Farrell shared North Country's Vision, Mission, and Motto. Kathy noted that the program is based on the book "The 7 Habits of a Happy Kid". Kathy & Jason shared with the Board the different ways the classes are implementing the program. With this program, they noted that student led conferences are in the works for next year. Several student leaders from North Country introduced themselves and what their leadership role for their class is.

COMMENTS FROM THE AUDIENCE REGARDING ITEMS NOT ON THE AGENDA –

Cindy Campbell, parent, reminded the community that Riles PTA is hosting a Candidate forum on Wednesday, October 24, 6:30-8 p.m. in the Riles Multipurpose Room. Trustee Anderson asked if Seniors could get Political Service hours for attending that.

BOARD/SUPERINTENDENT REPORTS

Mr. Wilson

- Center High football is going well and so are 4 of the divisions of Jr. Cougars.

Mr. Hunt

- congratulated the sites and district for their gains on the API scores.

BOARD/SUPERINTENDENT REPORTS (continued)

Mrs. Anderson

- attended spirit day at the high school; it was amazing.
- Homecoming game – thanked district staff and administrators that showed up to work the snack bar; they made about \$4,000 in the snack bar that night.
- wished the candidate in the audience good luck on the upcoming election.
- there are so many exciting things going on in the district right now.

Mrs. Kelley

- attended Homecoming and worked in the snack bar.
- noted that the “Leader in Me” program is fantastic! Glad to see children embracing those concepts.
- November 6 is Election Day – urged everyone to go out and vote.
- wished the 2 candidates in attendance luck at the upcoming election.

Mr. Loehr

- thanked those who worked the snack bar at the Homecoming game.
- complimented everyone on the API scores.
- CHS’s Homecoming decorated areas were incredible.
- noted that Tami JBeily has been trying to get information about the district out in the media.
- noted that there was a nice article about Coach J’Beily and the team in the Sacramento Bee.
- he also talked about a writer that would like to cover “Leader in Me” in the news.

CONSENT AGENDA

1. Approved Adoption of Minutes from September 19, 2012 Regular Meeting
2. Approved Adoption of Minutes from October 3, 2012 Special Meeting
3. Approved Certificated Personnel Transactions
4. Approved Classified Personnel Transactions
5. Approved 2013 Health & Welfare Benefits for CUTA, CSEA, Confidential, & Certificated/Classified Managers
6. Approved Professional Services Agreement: Creative Spirit, LLC
7. Approved 2012/2013 SCOE Common Core State Standards Training
8. Approved Field Trip: Future Business Leaders of America (FBLA) Northern California Leadership Development Institute, Santa Clara CA - CHS
9. Approved Field Trip: 6th grade Classes to Attend the Residential Outdoor School at Sly Park Environmental Education Center - Spinelli
10. Approved 2012/2013 Master Contracts:
Amber Fitzgerald
11. Approved 2012/2013 Individual Service Agreements:
2012/13-100 Point Quest
2012/13-101 Amber Fitzgerald
12. *This item was pulled for separate consideration.*
13. Approved Payroll Orders: July 2012 - September 2012
14. *This item was pulled for separate consideration.*

Motion: Wilson
Second: Kelley

Ayes: Anderson, Kelley, Hunt, Wilson
Noes: None

CONSENT AGENDA ITEMS PULLED FOR SEPARATE CONSIDERATION

12. Approved Professional Services Agreement: Loida Beltran

Trustee Kelley inquired as to why we would be paying someone else to do this, rather than the supervisor. Craig Deason explained that they are short on drivers and the supervisor is often out driving a route. They would like to build up the staff so that the Supervisor can do what she needs to do. Isabella Maranon, Transportation Supervisor, noted that several surrounding districts are working on training a pool of drivers.

Motion: Kelley
Second: Wilson

Vote: General Consent

14. Approved Supplemental Agenda (Vendor Warrants)

Motion: Hunt
Second: Kelley

Ayes: Anderson, Kelley, Hunt
Noes: None
Abstain: Wilson

BUSINESS ITEMS

A. APPROVED – Second Reading: Board Policies/Regulations/Exhibits

Scott Loehr noted that the changes from the October 3 meeting have been done.

Motion: Kelley
Second: Hunt

Ayes: Anderson, Kelley, Hunt
Noes: Wilson

ADVANCE PLANNING

a. Future Meeting Dates:

- i. Regular Meeting: Wednesday, November 14, 2012 at 6:00 p.m. - District Board Room - Room 503, located at Riles Middle School, 4747 PFE Road, Roseville, CA 95747*
- ii. Regular Meeting: December meeting will be moved up a week to Wednesday, December 12, 2012.*

b. Suggested Agenda Items:

ADJOURNMENT – 7:26 p.m.

Motion: Kelley
Second: Wilson

Vote: General Consent

Respectfully submitted,

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

Donald E. Wilson, Clerk
Board of Trustees

Adoption Date

AGENDA ITEM # X-2

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Personnel Department

Date: November 14, 2012

Action Item X

To: Board of Trustees

Information Item

From: David Grimes, 
Director of Personnel/Student Services

Attached Pages 1

SUBJECT: CLASSIFIED PERSONNEL TRANSACTIONS

RETIREMENT: Ronald Elder, Bus Driver

RESIGNATION: Heidi Cottingham, Instructional Specialist/PH Autism

RECOMMENDATION: Approve Classified Personnel Transactions as
Submitted

CONSENT AGENDA

AGENDA ITEM # X-2

Ronald Elder will retire from his position as Bus Driver effective December 7, 2012.

Heidi Cottingham has resigned from her position as Instructional Specialist/PH Autism at Spinelli Elementary School effective October 31, 2012.

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Special Education

Date: November 14, 2012

Action Item X

To: Board of Trustees

Information Item

From: Scott Loehr, Superintendent

Attached Pages

Initials: *S.L.*

SUBJECT: 2012/2013 Master Contracts

Please approve the following Master Contracts for special education students to receive services at nonpublic schools/agencies during the 2012/13 fiscal year.

Morris Consulting
Mary Gwaltney

RECOMMENDATION: CJUSD Board of Trustees to approve a Master Contracts for the 2012/2013 school year.

CONSENT AGENDA

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

2012-2013

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

District CENTER JT UNIFIED SCHOOL DISTRICT

Contract Year 2012/13

 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.

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2012-2013

CONTRACT NUMBER:

LEA: *MORRIS CONSULTING*

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this **15TH** day of **OCTOBER 2012**, between the **CENTER JOINT UNIFIED SCHOOL DISTRICT** (hereinafter referred to as "LEA" or "District") and **MORRIS CONSULTING** (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 an 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. CERTIFICATIONS AND LICENSES

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.

In addition to meeting the certification requirements of the State of California, CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

A current copy of CONTRACTOR's licenses and nonpublic school/agency certifications, or a validly issued waiver of any such certification, must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. CONTRACTOR must immediately (and under no circumstances longer than three (3) calendar days) notify LEA if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. If any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract, this Master Contract shall be null and void..

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 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, 2012 to June 30, 2013 (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, 2012. In the event a Master Contract is not renegotiated by June 30th, 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 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 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, including but not limited to mental health and board and care services at a residential placement, 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.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this Master Contract shall be in writing. Notices shall be mailed by first class mail deposited with the United States Postal Service 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

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

- 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**

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 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 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, 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. Except for services provided by a contractor that is a licensed children's institution, 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. LCI contractors shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver 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 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 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.

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).

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 (10th) 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 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.

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).

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, 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. An 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 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 an 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.

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 and required licenses, certifications, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by CONTRACTOR and all individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, certifications, 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, certifications, credentials, permits and/or other documents for CONTRACTOR and all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall immediately, and in no circumstances longer than three (3) calendar days, provide to the LEA updated information regarding the status of licenses, certifications, credentials, permits and/or other documents 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.

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.

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 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 31st 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 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.

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.

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.

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 15th day of October 2012 and terminates at 5:00 P.M. on June 30, 2013, unless sooner terminated as provide herein.

**CONTRACTOR,
MORRIS CONSULTING**

Nonpublic School/Agency

By:

Signature Date
Will Morris

Name and Title of Authorized
Representative

**LEA,
CENTER JT UNIFIED SCHOOL DISTRICT**

By:

Signature Date
SCOTT LOEHR, SUPERINTENDENT

Name and Title of Authorized
Representative

Notices to CONTRACTOR shall be addressed to:			Notices to LEA shall be addressed to: PAULA ROBINSON, EXECUTIVE ASSISTANT		
Name MORRIS CONSULTING			Name and Title CENTER JT UNIFIED SCHOOL DISTRICT		
Nonpublic School/Agency/Related Service Provider 2830 ECHO WAY			LEA 8408 WATT AVENUE		
Address SACRAMENTO CA 95821			Address ANTELOPE, CA 95843		
City State Zip 916-239-9589			City State Zip 916-338-6320 916-338-6329		
Phone Fax willjmorris@yahoo.com			Phone Fax probinson@centerusd.org		
Email			Email		

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

Name and Title

Address

City State Zip

Phone Fax

Email

EXHIBIT A: RATES

CONTRACTOR Morris Consulting CONTRACTOR NUMBER 2012/13-
(NONPUBLIC SCHOOL OR AGENCY)

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 _____

Rate	Period Ending
_____	_____
_____	_____
_____	_____

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

- | | | | |
|------|--|---------|---------|
| (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 - 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) | ABA a.. Consult | \$85.00 | 6/30/13 |
| | b. Direct | _____ | _____ |
| | c. Supervision | _____ | _____ |
| | d. Assessment | _____ | _____ |
| | | _____ | _____ |
| | | _____ | _____ |
| | | _____ | _____ |

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

**By credentialed Special Education Teacher.

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

2012-2013

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

District CENTER JT UNIFIED SCHOOL DISTRICT

Contract Year 2012/13

 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.

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2012-2013

CONTRACT NUMBER:

LEA: *Mary Gwaltney*

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

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 **AUGUST, 2012**, between the **CENTER JOINT UNIFIED SCHOOL DISTRICT** (hereinafter referred to as "LEA" or "District") and **MARY GWALTNEY** (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 an 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. CERTIFICATIONS AND LICENSES

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.

In addition to meeting the certification requirements of the State of California, CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

A current copy of CONTRACTOR's licenses and nonpublic school/agency certifications, or a validly issued waiver of any such certification, must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. CONTRACTOR must immediately (and under no circumstances longer than three (3) calendar days) notify LEA if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. If any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract, this Master Contract shall be null and void..

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 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, 2012 to June 30, 2013 (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, 2012. In the event a Master Contract is not renegotiated by June 30th, 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 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 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, including but not limited to mental health and board and care services at a residential placement, 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.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this Master Contract shall be in writing. Notices shall be mailed by first class mail deposited with the United States Postal Service 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

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

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

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 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 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, 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. Except for services provided by a contractor that is a licensed children's institution, 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. LCI contractors shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver 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 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 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.

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).

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 (10th) 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 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.

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).

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, 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. An 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 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 an 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.

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 and required licenses, certifications, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by CONTRACTOR and all individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, certifications, 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, certifications, credentials, permits and/or other documents for CONTRACTOR and all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall immediately, and in no circumstances longer than three (3) calendar days, provide to the LEA updated information regarding the status of licenses, certifications, credentials, permits and/or other documents 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.

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.

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 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 31st 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 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.

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.

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.

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 8TH day of August 2012 and terminates at 5:00 P.M. on June 30, 2013, unless sooner terminated as provide herein.

CONTRACTOR,
MARY GWALTNEY

Nonpublic School/Agency

LEA,
CENTER JT UNIFIED SCHOOL DISTRICT

By:

Signature Date

MARY GWALTNEY

Name and Title of Authorized
Representative

By:

Signature Date

By: **SCOTT LOEHR, SUPERINTENDENT**

Name and Title of Authorized
Representative

Notices to CONTRACTOR shall be addressed to: MARY GWALTNEY	Notices to LEA shall be addressed to: PAULA ROBINSON, EXECUTIVE ASSISTANT
Name MARY GWALTNEY	Name and Title CENTER JT UNIFIED SCHOOL DISTRICT
Nonpublic School/Agency/Related Service Provider 3416 AMERICAN RIVER DRIVE, STE B	LEA 8408 WATT AVENUE
Address SACRAMENTO, CA 95864	Address ANTELOPE, CA 95843
City State Zip 916-972-9400 916-972-9500	City State Zip 916-338-6320 916-338-6329
Phone Fax	Phone Fax probinson@centerusd.org
Email mary@learningandbrain.net	Email

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

Name and Title		
Address		
City	State	Zip
Phone	Fax	
Email		

EXHIBIT A: RATES

CONTRACTOR MARY GWALTNEY CONTRACTOR NUMBER 2012/13-
(NONPUBLIC SCHOOL OR AGENCY)

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 _____

	Rate	Period Ending
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. 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		
(9)	ABA		
	a. Consult		
	b. Direct		
	c. Supervision		
	d. Assessment		
(10)	Other	\$120 hr	6/30/13

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

**By credentialed Special Education Teacher.

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
- (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 8th day of August 2012 and terminates at 5:00 P.M. on June 30, 2013, unless sooner terminated as provide herein.

CONTRACTOR,
MARY GWALTNEY

Nonpublic School/Agency

LEA,
CENTER JT UNIFIED SCHOOL DISTRICT

By:

Signature Date

MARY GWALTNEY

Name and Title of Authorized
Representative

By:

Signature Date

By: **SCOTT LOEHR, SUPERINTENDENT**

Name and Title of Authorized
Representative

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Special Education

Date: November 14, 2012

Action Item X

To: Board of Trustees

Information Item

From: Scott Loehr, Superintendent

Attached Pages

Initials: S.L.

SUBJECT: 2012/2013 Individual Service Agreements

Please ratify the following Individual Service Agreements for special education students to receive services at nonpublic schools/agencies during the 2012/13 fiscal year.


2012/13-102	Morris Consulting	\$ 5,100.00
2012/13-103	Mary Gwaltney	\$ 2,340.00

RECOMMENDATION: CJUSD Board of Trustees to ratify Individual Service Agreements for the 2012/2013 school year.

CONSENT AGENDA

AGENDA ITEM # X-5

Center Joint Unified School District

Dept./Site: Instructional Services		AGENDA REQUEST FOR:	
Date:	November 14, 2012	Action Item	<input checked="" type="checkbox"/>
To:	Board of Trustees	Information Item	<input type="checkbox"/>
From:	Rebecca Lawson  Coordinator of Curriculum & Instruction	# Attached Pages	

SUBJECT: Surplus Books

The following books are to be recycled/disposed due to information no longer current:

Title: Office 2003 Subject: Computer Applications
ISBN# 13-978-0-619-18339-4 70 Books

Title: Office 2003 - Advanced Subject: Computer Applications
ISBN# 0-619-18345-4 19 Books

These books were offered to two book buyers, Follett Educational Services and National Textbook Services.

RECOMMENDATION: The Center Joint Unified School District Board of Trustees approve the above named books to be recycled/disposed.

AGENDA ITEM # X-5

CONSENT AGENDA

AGENDA ITEM # X-6

Center Unified School District

AGENDA REQUEST FOR:

Dept./Site: Family Resource Center

Action Item X

To: Board of Trustees

Information Item

Date: November 14, 2012

Attached Pages 5

From: Alyson Collier

Principal's Initials: 

SUBJECT

MOU with the Sacramento County Child Abuse Prevention Center to provide AmeriCorps services to district students.

RECOMMENDATION: Approve

AGENDA ITEM # X-6

CONSENT AGENDA

MEMORANDUM OF UNDERSTANDING
CENTER JOINT UNIFIED SCHOOL DISTRICT
3401 Scotland Drive
Antelope, CA 95843

and the

CHILD ABUSE PREVENTION COUNCIL OF SACRAMENTO, INC.
4700 Roseville Road
North Highlands, CA 95660

This Memorandum of Understanding (MOU) is between Center Joint Unified School District (hereinafter referred to as CJUSD) and the Child Abuse Prevention Council of Sacramento, Inc. (hereinafter referred to as CAPC) who enter into this agreement to provide support services for foster youth in the Youth Investment Center Initiative (hereinafter referred to as YIC). The YIC program will utilize AmeriCorps in order to provide AmeriCorps Members to Center Joint Unified School District. YIC focuses on positive outcomes for foster youth, by providing academic support, mentoring, life skills training, and case management support.

It is expressly understood and agreed by all participants as follows:

I. Purpose

The purpose of this MOU is to establish a formal working relationship between the Child Abuse Prevention Council of Sacramento, Inc. and Center Joint Unified School District and to set forth the operative conditions which will govern this partnership. This MOU will provide and coordinate AmeriCorps membership as part of the Youth Investment Center and CJUSD. Participation in this partnership will allow CJUSD to become a part of the Youth Investment Center Initiative which is endorsed by California Volunteers and supported by the Corporation for National and Community Service.

II. Description of Program Services

An equivalent of 1 – 1700 and 1 - 900 hour AmeriCorps members, recruited from the community, will perform national service in the YIC program and serve their communities by strengthening foster youth through support services in school-based or community-based organizations. The shared goal of YIC and CJUSD is to improve academic performance and increase self-sufficiency of foster youth in preparation for adulthood. Services are to be culturally-competent and coordinated with other services. AmeriCorps members serving in the program will perform national service to:

- Prepare foster youth for their transition towards a successful adulthood;
- Strengthen support to foster youth by enhancing the range and depth of services provided in and by the different user sites; and
- Build stronger community linkages to efforts to support foster youth, including commencing and sustaining mentoring matches for foster youth.

The services will include: academic support activities (i.e. homework assistance), mentoring activities, case management (i.e. home visits), and life skills workshops in the domains of communication, daily living, home life, housing and money management, self care, social relationships, work life, career planning, and work and study skills. Additional services may include referrals and access to basic needs.

Members will begin service on or after September 17, 2012. The length of service is 1700 hours or 900 hours per year per AmeriCorps member.

III. AmeriCorps Recruitment

AmeriCorps programs statewide recruit individuals who want to commit time in one year to serving their community. AmeriCorps members serve terms of 1700 hours or 900 hours for up to twelve months. Members may serve no more than four terms. The program develops community leadership, strengthens the relationships between communities and service agencies and increases community participation. In return for their service, AmeriCorps members receive:

- Child care for their children under 13 years of age, if income eligible;
- An educational award of \$5,550 for each 1700 hour term of service and \$2,775 for each 900 hour term of service not to exceed the equivalent of two full time education awards;
- Skill/career development and training for up to 20% of their service hours;
- Health and medical benefits; and
- A living allowance.

IV. Responsibilities:

A. Child Abuse Prevention Council will:

- Provide a maximum of \$9,530 per each 1700 hour term and \$5,052 per each 900 hour term of service. Term of service for a 1700 hour member shall not exceed 12 months. Term of service for a 900 hour member will be determined by CJUSD and not exceed 12 months.
- Invoice CJUSD on a quarterly basis for CJUSD's match of AmeriCorps member expenses.
- As the employer of record, CAPC shall obtain Workers' Compensation insurance for CJUSD's AmeriCorps members.
- Develop common confidentiality guidelines to share information between CJUSD and YIC and the AmeriCorps members to the extent permitted by the California Education Code and the Welfare and Institutions Codes governing client confidentiality.
- Develop AmeriCorps member position descriptions that provide for meaningful service activities and performance criteria that are appropriate to the skill level of AmeriCorps members.
- Conduct criminal background checks on potential AmeriCorps members meeting the Corporation for National and Community Service AmeriCorps Provisions.
- Provide training sessions for each AmeriCorps member.

- Conduct training conferences and coordinate monthly meetings for AmeriCorps supervisors.
- Provide AmeriCorps administration support to AmeriCorps supervisors and members.
- Conduct enrollment and provide orientation to AmeriCorps members.
- Ensure the fiscal administration of all funding from the Corporation for National and Community Service, collection and distribution of funds and peripheral services and benefits for each AmeriCorps member.
- Coordinate the collection, analysis and reporting of YIC program data per mutual agreement with the YIC partners and program evaluator. CAPC will submit evaluation reports in compliance with AmeriCorps requirements.

B. Center Joint Unified School District will:

- Provide a maximum of \$14,547 for each 1700 and \$7,615 for each 900 hour AmeriCorps member.
- Recruit AmeriCorps members from the community, as often as is possible, from within the geographic area where they will serve. Members will provide service to foster youth residing in Sacramento County.
- Recruit and enroll AmeriCorps members to begin their term of service on or after September 17, 2012. Members' terms of service must be completed by September 15, 2013.
- Adhere to Corporation for National and Community Service AmeriCorps member policies as outlined annually in the CAPC AmeriCorps Program Manual.
- Adhere to 2012/13 AmeriCorps Provisions, incorporated into this MOU by reference and obtainable at:
http://www.americorps.gov/for_organizations/manage/index.asp
- Adhere to 45 CFR Chapter XXV, Sections 2520 – 2550, incorporated into this MOU by reference and obtainable at:
http://www.americorps.gov/pdf/45CFR_chapterXXV.pdf
- Ensure that members attend a CAPC AmeriCorps Orientation within the first 30 days of service.
- Ensure attendance of AmeriCorps members at all YIC CAPC AmeriCorps trainings.
- Provide training to AmeriCorps members regarding service responsibilities as described in the AmeriCorps Position Description.
- Complete a written initial assessment and conduct a midterm and end-of-term written performance evaluation for each AmeriCorps member at partner site. Assessments and Performance Evaluations must be forwarded to CAPC.
- Develop common confidentiality guidelines to share information between the CJUSD and YIC and the AmeriCorps members to the extent permitted by the California Education Code and the Welfare and Institutions Codes governing client confidentiality.
- Attend supervisor conferences and monthly meetings.
- Provide daily direction and weekly supervision for AmeriCorps members.

- Provide office space and necessary office support.
- Collect and provide to CAPC and the YIC program evaluator data per mutual agreement to be included in quarterly evaluation reports.

V. Terms

This Memorandum of Understanding will operate from the date of signatures through September 16, 2013. This MOU may be terminated if funding from the Corporation for National and Community Service is decreased or not awarded.

VI. Termination Clause

Either party may terminate this Memorandum of Understanding in sixty (60) days of providing written notice of intention to terminate the agreement.

VII. Indemnification

Center Joint Unified School District agrees to indemnify, defend and hold harmless CAPC, its board of trustees, officers, agents, and employees from and against any and all claims, costs, demands, expenses, losses, damages, injuries, and liabilities arising from any accident, death, or injury whatsoever or however caused to any person or property, because of, arising out of, or related to the active negligence of Center Joint Unified School District. It is understood that such indemnity shall survive the termination of the Agreement.

CAPC agrees to indemnify, defend and hold harmless Center Joint Unified School District, its board of trustees, officers, agents, and employees from and against any and all claims, costs, demands, expenses, losses, damages, injuries, and liabilities arising from any accident, death, or injury whatsoever or however caused to any person or property, because of, arising out of, or related to the active negligence of CAPC. It is understood that such indemnity shall survive the termination of the Agreement.

 Scott Loehr
 Superintendent
 Center Joint Unified School District

 Sheila Boxley
 President and CEO
 Child Abuse Prevention Council of
 Sacramento, Inc.

Date _____

Date _____

Center Joint Unified School District

		AGENDA REQUEST FOR:
Dept./Site:	Superintendent's Office	Action Item <u>X</u>
To:	Board of Trustees	Information Item _____
Date:	November 14, 2012	# Attached Pages <u>6</u>
From:	Scott A. Loehr, Superintendent	
Principal/Administrator Initials: _____		

SUBJECT: MOU Between Fortune School of Education and CJUSD - Five Year Intern Program Agreement to Recruit, Place and Train Teachers.

RECOMMENDATION: CJUSD Board of Trustees approve the MOU Between Fortune School of Education and CJUSD - Five Year Intern Program Agreement to Recruit, Place and Train Teachers.

CONSENT AGENDA



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by Center Unified and Fortune School of Education, a California non-profit corporation.

Whereas, Center Unified (herein referred to as District) and Fortune School of Education (herein referred to as FSE) desire to collaborate with each other to recruit, place and train teachers for teaching positions in all categories including those that are hard-to-fill,

Now, therefore, in consideration of the mutual promises set forth below, the parties hereby agree as follows:

1. Agreement.

The District and FSE hereby agree to collaborate with each other to recruit, place and train teachers for all teaching positions including in hard-to-fill categories upon the terms and conditions hereinafter set forth.

2. Term of Agreement.

The term of this agreement is for five years. This agreement shall be in effect until one party informs the other in writing of their intent to terminate the agreement and all of the conditions set forth. There shall be at least sixty (60) days between the second party's receipt of the termination notice and the date on which termination is effective.

3. Intern Program Support.

- a. The District and FSE will each provide support for the intern. FSE will provide a qualified Field Supervisor, and the District will provide a qualified On-Site Mentor, to assist each intern in the program with developing teaching competencies with regard to design and delivery of curriculum and classroom management practices.
- b. The District will provide an On-Site Mentor who is nominated by their District administrator. An On-Site Mentor must be a teaching professional who is:
 - i) Fully credentialed
 - ii) Teaching in same subject area as the intern
 - iii) Teaching at the same grade level as the intern
 - iv) Effective in classroom management and subject specific pedagogy
 - v) Trained in an FSE-approved mentor training program
- c. The On-Site Mentor and the Field Supervisor assigned to an intern shall meet periodically with the intern to discuss the intern's classroom practices and professional development generally, and to ensure compliance with the California Standards for the Teaching Profession (CSTP) and the standards

outlined in Senate Bill 2042, including but not limited to, Teaching Performance Expectations (TPE) in the intern's classroom. Furthermore, in the case of interns earning an education specialist credential, the California Commission on Teacher Credentialing requires that the onsite mentor and the program supervisor verify that the intern has satisfied each professional standard of the CSTPs.

- d. The District must ensure that the intern has opportunities for field experiences that allow them to observe and/or participate in the instruction of students other than their regular assignment. These field experiences must be in the subject area of an intern's credential and coordinated in collaboration with FSE.
4. District's responsibilities to Interns.
- a. District agrees that an intern shall be paid on the teacher salary schedule in accordance with the current teacher's union contract.
 - b. Interns shall be employees of the District.
 - c. The District shall classify as a probationary employee of the district any person who is employed as a district intern, Ed. Code section 44885.5.
 - d. District shall credit interns with units for salary schedule movement as follows:
 - i) Each hour of program instruction in the FSE Teacher Credentialing Program shall be considered the equivalent of one hour of university instruction.
 - ii) Fifteen hours of instruction will equal one semester unit of university credit.
 - iii) Forty-five hours of instruction will equal a three-semester unit course.
 - e. District should give interns assignments that provide the best opportunity for them to succeed with students. Classes such as combination classrooms, itinerant (multiple-site) teaching assignments, secondary teaching assignments with multiple preparations, whenever possible should not be given to interns. Site administrators should be cautious about assigning adjunct duties to interns.
5. Responsibilities-Fiscal.
- Provided sufficient funding is available to the District, the District agrees to develop and maintain a budget that allocates amounts sufficient to meet the costs of implementing the following program activities:
- a. Provide same credential or subject area experienced teacher to work as an On-Site Mentor, to provide support and assistance to the intern teacher for at least 2 hours per week. (SB 1209 requirement) FSE will pay a stipend to the On-Site Mentors who support FSE interns at an annual rate to be determined by the program budget. The District may want to match this stipend as the District's annual budget allows.
 - b. Provide personnel to process applications to CCTC for interns' credentials.
 - c. Participate in FSE's Teacher Recruitment and Placement Activities.
 - d. Submit applications to the Commission on Teacher Credentialing for the appropriate certificates and credentials for interns and those ready for the professional credential.

6. **Method of Payment for Student Fees.**
District shall allow FSE participants to pay student fees through direct payroll deductions.
7. **Vacancies allocated to interns.**
The District must provide FSE with the number of vacancies that will be filled by interns, at the beginning of the recruitment year. The recruitment year begins in May and placement takes place through September 30.
8. **Non-reelects.**
If the District finds that an intern performs below standards acceptable to the District, after appropriate support and advice have been exhausted and is removed from the paid internship position by the District, the District is to provide immediate written notification to FSE.
9. **FSE's responsibilities to Interns.**
 - a. FSE will ensure that each candidate in the program participates in a Pre-Service program for the number of hours required by CCTC and legislation (SB1209) to acquire knowledge and skills that will enable the candidate to create and maintain effective environments for student learning—Standard two of the California Standards for the Teaching Profession. This assurance can be met for those interns hired on or before June 30. Interns hired after June 30 by the District will be placed on an intern credential only after receiving the required number of Pre-Service hours of instruction.
 - b. FSE will provide a professional development program that meets all of the credentialing requirements of the California Commission on Teacher Credentialing and the California Standards for the Teaching Profession.
 - c. FSE will provide guidance, assistance and feedback to each candidate to assure that the candidate adheres to the high standards of the teaching profession.
 - d. FSE will determine candidate competence through written verification by the assigned supervisor and through conversations with the support provider and the site administrator.
 - e. FSE will select qualified persons to teach all professional development courses and to supervise candidates participating in the district intern program.
10. **FSE's recruitment and fiscal responsibility to the District.**
 - a. FSE will actively recruit interns at technology fairs, university and college recruitment fairs and community organization diversity fairs.
 - b. FSE will organize and host information sessions at its centers periodically throughout the year.
 - c. FSE will paper screen and interview each candidate to determine that each individual presented to the District has personal qualities, academic preparation and pre-professional experiences that suggest a strong potential for professional success and effectiveness as a teacher.
 - d. FSE will assist the District with filling all positions including those that are hard to staff.
 - e. FSE will assure that all candidates recommended for the intern credential have met the Pre-Service requirements of SB 1209 effective January 1, 2007.

- f. FSE will organize and conduct classes that meet the credentialing requirements of the Commission on Teacher Credentialing and the California Standards for the Teaching Profession.
- g. FSE will provide Field Supervisors for interns participating in the District Intern Program. (FSE should be contacted when an intern's Field Supervisor is not performing his/her responsibilities.)
- h. FSE will collaborate with District personnel to assure that the appropriate documents are submitted to CCTC for the certificates and credentials required by the Commission.
- i. FSE will pay mentor stipends at the annual rate allowed by funding from the legislature and the Commission on Teacher Credentialing to the program and as the annual program budget allows. These stipends can be paid directly to the district for distribution to those who have supported the intern or directly to the supporting mentor who has submitted an individual contract directly to FSE. This payment arrangement is determined by an annual agreement between the District and the administration of FSE.

11. Indemnification.

"Fortune School of Education shall hold harmless and indemnify District, its officers, agents and employees from and against any and all claims and losses, demands, or liability accruing or resulting from injury, damage or death of any person, firm or corporation in connection with FSE's performance of this agreement. FSE also agrees to hold harmless, indemnify and defend District and its officers, agents and employees from any claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services or materials to FSE in connection with its performance of this agreement."

"District shall hold harmless and indemnify Fortune School of Education, its officers, agents and employees from any and all claims and losses, demands, or liability accruing or resulting from injury, damage or death of any person, firm, or corporation in connection with District's performance of this agreement. District also agrees to hold harmless, indemnify and defend FSE and its officers, agents and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services or materials to District in connection with its performance of this agreement."

"This agreement constitutes the entire understanding of the parties and any changes or modifications to this agreement shall only be effective if made in writing and signed by both parties."

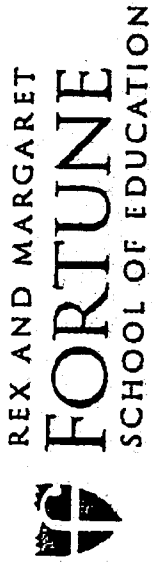
Accepted and agreed to:

By _____
 Scott Loefer, Superintendent
 Center USD

 Margaret Fortune, President/CEO
 Fortune School of Education

 Date

 Date



DISTRICT INFORMATION SHEET

School District / NPS: _____

Website Address: _____

Please complete the information below and return it with the Memorandum of Understanding and Co-Sponsor Page

	NAME	TELEPHONE NUMBER	EMAIL ADDRESS
Human Resources Director			
Credential Analyst			
Director of Curriculum			
Director of Special Ed			
Business Services			
Beginning Teacher Support			
Payroll Technician			
Other			

Co-Sponsor Page

Name of Co-Sponsor:

Please include a separate cover page for each organization that is co-sponsoring the effort.

TO BE COMPLETED BY THE LEAD SPONSORING ORGANIZATION

Name of Lead Sponsoring Organization: Fortune School of Education

Project Director/Contact Person: Margaret Fortune, President/CEO

Telephone: 916-924-8633 **FAX:** 916-924-8664

Email: mfortune@fortuneschool.us

Signature of Project Director: _____

Date: _____

TO BE COMPLETED BY CO-SPONSORS

Type of Organization:

COE ____ **District** ____ **Charter** ____ **CDS Code (7 or 14 digits)** _____
IHE ____

Name of Co-Sponsoring Organization:

Name: Center Joint Unified

Mailing Address: 8408 Watt Avenue

City / Zip: Antelope, CA 95843

Phone: 916-338-6409

Fax: 916-338-6411

For co-sponsoring districts, please indicate the number of intern candidates that will be employed by your district in 2012-2013: _____

Co-Sponsor Authorized Participation Has Been Approved By:

Signature of Approving Official: _____

Printed Name of Approving Official: _____

Position/Title: _____

Date: _____

Please attach business card of approving official, if possible

Center Joint Unified School District

AGENDA REQUEST FOR:	
Dept./Site: Dudley Elementary School	Action Item <u>X</u>
To: Board of Trustees	Information Item _____
Date: November 14, 2012	# Attached Pages <u>1</u>
From: Lisa Coronado, Principal	
Principal/Administrator Initials: <u>LC</u>	

<p>SUBJECT: MOU, Agreement #13-4500, with Sacramento County Office of Education for "Introduction: Step Up To Writing" Workshop - Dudley.</p> <p>SCOE will provide up to 3 hours of staff support in "Introduction: Step Up to Writing" for Arthur Dudley teachers and principal, December 1, 2012 through January 31, 2013.</p> <p>RECOMMENDATION: CJUSD Board of Trustees approve MOU, Agreement #13-4500, with Sacramento County Office of Education for "Introduction: Step Up To Writing" Workshop - Dudley.</p>

CONSENT AGENDA

MEMORANDUM OF UNDERSTANDING

Agreement 13-4500

This Memorandum of Understanding (MOU) is between the **Sacramento County Office of Education**, hereinafter referred to as "SCOE," and the **Arthur S. Dudley Elementary School**, hereinafter referred to as "School."

The purpose of this MOU is to detail the roles and responsibilities of SCOE and the School. Once signed by both parties, this MOU is in effect from December 1, 2012, through January 31, 2013.

SCOE agrees to:

1. Provide a primary contact person for all work under this agreement: The contact will be:
 - ✓ Mark Calonico
 - ✓ 916-228-2615
 - ✓ mcalonico@scoe.net
2. Provide up to three hours of staff support in, "Introduction: Step Up to Writing," for Arthur S. Dudley teachers and principal, at Arthur S. Dudley Elementary School.
 - i. Session One, December 11, 2012, 3:20 PM through 4:20 PM
 - ii. Session Two, January 28, 2013, 12:45 PM through 2:45 PM
3. Provide table supplies and AV equipment
4. Invoice the School within 30 days of the completion of services

School agrees to:

1. Provide a primary contact person for all work under this agreement. The contact will be:
 - ✓ Lisa Coronado, Principal
 - ✓ 916-338-6470
 - ✓ lisac@centerusd.org
2. Provide facility, insurance and indemnification
3. Ensure the site administrator is available during the training
4. Pay SCOE money due within 60 days of invoicing. The fee is \$30/participant, with a minimum of 20 participants. The minimum fee is \$600, and the fee for 27 participants is \$810.
5. Fax sign-in sheets to Relda Yeoman @ 916-228-2630 within 48 hours of training

Note: SCOE copyrights all instructional materials. SCOE will not provide food for this event.

Indemnity. SCOE shall indemnify, defend, and hold harmless School, its officers, agents, and employees from and against any and all loss, cost, damage, expense (including attorney's fees), claim, suit, demand, or liability of any kind or character to any persons or property arising from or relating to any negligence of SCOE, its officers, agents, or employees.

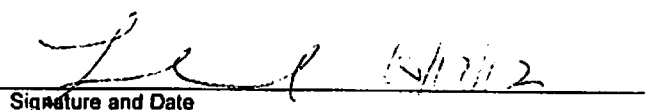
School shall indemnify, defend, and hold harmless SCOE, its officers, agents, and employees from and against any and all loss, cost, damage, expense (including attorney's fees), claim, suit, demand, or liability of any kind or character to any persons or property arising from or relating to any negligence of School, its officers, agents, or employees.

SCOE and School shall monitor this agreement to oversee implementation of project activities.

Sacramento County Office of Education:
Sue Stickel, Deputy Superintendent
K-12 Curriculum and Intervention

Arthur S. Dudley Elementary School
Lisa Coronado, Principal


Signature and Date 10/1/12


Signature and Date 12/1/12

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept. /Site: Business Department

Date: 11/01/2012

Action Item

To: Board of Trustees

Information Item

From: Jeanne Bess

Attached Page1

Principal's Initials: _____

SUBJECT:

**APPROVAL OF CENTER JOINT UNIFIED SCHOOL DISTRICT
PAYROLL ORDERS**

The Governing board is asked to approve the attached payroll
Orders for July 2012 through October 2012.

RECOMMENDATION: That the CJUSD Board of Trustees approve the
District Payroll Orders for July 2012 through October 2012.

CONSENT AGENDA

DISTRICT PAYROLL-SUMMARIZED FOR FISCAL YEAR ENDING JUNE 30,2013
--

	REGULAR	VARIABLE	SPECIAL	TOTAL PAYROLL	#OF TRANSACTIONS
JULY	\$ 899,827.42		\$ 61,885.10	\$ 961,712.52	471
AUG	\$ 2,125,570.43	\$ 54,632.12		\$ 2,180,202.55	620
SEPT	\$ 2,084,868.00	\$ 155,472.88		\$ 2,240,340.88	647
OCT	\$ 2,088,804.59	\$ 116,748.27		\$ 2,205,552.86	654
NOV				\$ -	
DEC				\$ -	
3-Jan				\$ -	
JAN				\$ -	
FEB				\$ -	
MARCH				\$ -	
APRIL				\$ -	
MAY				\$ -	
JUNE				\$ -	
SPECIAL				\$ -	

\$ 7,199,070.44	\$ 326,853.27	\$ 61,885.10	\$ 7,587,808.81	2392
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Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Business Department

Date: November 2012

Action Item

To: Board of Trustees

Information Item

From: Jeanne Bess

Attached Pages 47

SUBJECT: Supplemental Agenda – Commercial Warrant Registers

October 4, 2012, 203,528.68, October 10, 2012, 295,891.82, October 18, 2012, 91,117.95, October 22, 2012, 248,417.47, October 25, 2012, 111,156.24.

The commercial warrant payments to vendors totals
\$ 950,112.16.

RECOMMENDATION: That the CJUSD Board of Trustees approves the Supplemental Agenda – Vendor Warrants as presented

CONSENT AGENDA

X-10

81 CENTER UNIFIED SCHOOL DIST.
100512

ACCOUNTS PAYABLE PRELIST

J1397

APY500

H.02.05 10/03/12 PAGE

0

Batch status: A All

From batch: 0017

To batch: 0017

Include Revolving Cash: Y

Include Address: N

81 CENTER UNIFIED SCHOOL DIST.
100512

ACCOUNTS PAYABLE PRELIST
BATCH: 0017 10/05/2012
FUND : 01 GENERAL FUND

J1397 APY500 H.02.05 10/03/12 PAGE 1
<< Open >>

Vendor/Addr	Remit name	Req Reference	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			
011802/00	A-Z BUS SALES INC.									
65	PO-130038	10/05/2012	RON6094				1 01-7230-0-4300-112-0000-3600-007-000 NN P		200.00	200.00
							TOTAL PAYMENT AMOUNT	200.00 *		200.00
017264/00	ADVENT TECHNOLOGIES									
815	PO-130684	10/05/2012	4034				1 01-0000-0-5600-106-0000-8110-007-000 NN F		142.50	142.50
							TOTAL PAYMENT AMOUNT	142.50 *		142.50
011617/00	AMADOR STAGE LINES									
795	PO-130666	10/05/2012	38535				1 01-0000-0-5810-472-1110-4000-014-915 NN F		1,067.25	1,067.25
							TOTAL PAYMENT AMOUNT	1,067.25 *		1,067.25
021820/00	APPLE INC									
770	PO-130647	10/05/2012	4206581405				1 01-8150-0-4400-106-0000-8110-007-000 NN F		435.92	435.92
							TOTAL PAYMENT AMOUNT	435.92 *		435.92
021097/00	ASSOCIATED VALUATION SERVICES									
824	PO-130690	10/05/2012	3885				1 01-0000-0-5800-105-0000-7200-005-000 NN F		1,576.00	1,576.00
							TOTAL PAYMENT AMOUNT	1,576.00 *		1,576.00
010400/00	AT&T									
4	PO-130006	10/05/2012	9/12-10/22				1 01-0000-0-5902-106-0000-8110-007-000 NN P		7.85	7.85
							TOTAL PAYMENT AMOUNT	7.85 *		7.85
021604/00	ATLAS DISPOSAL INDUSTRIES									
9	PO-130010	10/05/2012	477123				1 01-0000-0-5550-106-0000-8110-007-000 NN P		187.81	187.81
9	PO-130010	10/05/2012	477597				1 01-0000-0-5550-106-0000-8110-007-000 NN P		543.92	543.92
9	PO-130010	10/05/2012	477603				1 01-0000-0-5550-106-0000-8110-007-000 NN P		476.93	476.93
9	PO-130010	10/05/2012	477601				1 01-0000-0-5550-106-0000-8110-007-000 NN P		242.43	242.43
9	PO-130010	10/05/2012	477604				1 01-0000-0-5550-106-0000-8110-007-000 NN P		243.17	243.17
9	PO-130010	10/05/2012	477598				1 01-0000-0-5550-106-0000-8110-007-000 NN P		1,265.03	1,265.03
9	PO-130010	10/05/2012	477600				1 01-0000-0-5550-106-0000-8110-007-000 NN P		194.17	194.17
9	PO-130010	10/05/2012	477599				1 01-0000-0-5550-106-0000-8110-007-000 NN P		782.00	782.00
							TOTAL PAYMENT AMOUNT	3,935.46 *		3,935.46

81 CENTER UNIFIED SCHOOL DIST.
100512

ACCOUNTS PAYABLE PRELIST
BATCH: 0017 10/05/2012
FUND : 01 GENERAL FUND

J1397 APY500 H.02.05 10/03/12 PAGE 2
<< Open >>

Vendor/Addr	Remit name	Description	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
Req Reference	Date				FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP			
018984/00	BURNETT, NELLIE							
802 PO-130673	10/05/2012	10/5		1	01-7230-0-5800-112-0000-3600-007-000 NN P		7.52	7.52
TOTAL PAYMENT AMOUNT							7.52 *	7.52
020540/00	CALIFORNIA AMERICAN WATER CO							
13 PO-130011	10/05/2012	05-0401551-2		1	01-0000-0-5540-106-0000-8110-007-000 NN P		1,901.57	1,901.57
13 PO-130011	10/05/2012	05-0550586-7		1	01-0000-0-5540-106-0000-8110-007-000 NN P		8,563.49	8,563.49
13 PO-130011	10/05/2012	05-0053100-9		1	01-0000-0-5540-106-0000-8110-007-000 NN P		5,305.03	5,305.03
13 PO-130011	10/05/2012	05-0053101-7		1	01-0000-0-5540-106-0000-8110-007-000 NN P		1,494.46	1,494.46
13 PO-130011	10/05/2012	05-0482625-6		1	01-0000-0-5540-106-0000-8110-007-000 NN P		2,426.45	2,426.45
13 PO-130011	10/05/2012	05-0401542-1		1	01-0000-0-5540-106-0000-8110-007-000 NN P		575.92	575.92
13 PO-130011	10/05/2012	05-0482624-9		1	01-0000-0-5540-106-0000-8110-007-000 NN P		687.50	687.50
13 PO-130011	10/05/2012	05-0052643-9		1	01-0000-0-5540-106-0000-8110-007-000 NN P		4,192.82	4,192.82
13 PO-130011	10/05/2012	05-0052955-7		1	01-0000-0-5540-106-0000-8110-007-000 NN P		6,607.12	6,607.12
13 PO-130011	10/05/2012	05-0052956-5		1	01-0000-0-5540-106-0000-8110-007-000 NN P		3,117.50	3,117.50
13 PO-130011	10/05/2012	05-0054874-8		1	01-0000-0-5540-106-0000-8110-007-000 NN P		173.20	173.20
13 PO-130011	10/05/2012	05-0062336-8		1	01-0000-0-5540-106-0000-8110-007-000 NN P		3,597.54	3,597.54
13 PO-130011	10/05/2012	05-0054876-3		1	01-0000-0-5540-106-0000-8110-007-000 NN P		73.46	73.46
TOTAL PAYMENT AMOUNT							38,716.06 *	38,716.06
018802/00	CASA ROBLE WRESTLING							
799 PO-130670	10/05/2012	CHS DEC 15		1	01-0000-0-5800-472-1801-1000-014-000 NN F		300.00	300.00
TOTAL PAYMENT AMOUNT							300.00 *	300.00
016069/00	CORRALEJO, BONNIE							
825 PO-130691	10/05/2012	REIMB 1ST AID CLASS		1	01-7240-0-5600-112-5001-3600-007-000 NN F		70.00	70.00
TOTAL PAYMENT AMOUNT							70.00 *	70.00
015735/00	COUNTY OF SACRAMENTO							
15 PO-130506	10/05/2012	CENTERUSD9/25		1	01-0000-0-5800-106-0000-8110-007-000 NN F		25.00	25.00
TOTAL PAYMENT AMOUNT							25.00 *	25.00
020517/00	EDUCATIONAL DATA SYSTEMS							
732 PO-130612	10/05/2012	091211402		1	01-0000-0-5800-103-0000-3160-003-911 NN F		545.42	535.96
TOTAL PAYMENT AMOUNT							535.96 *	535.96

81 CENTER UNIFIED SCHOOL DIST.
100512

ACCOUNTS PAYABLE PRELIST
BATCH: 0017 10/05/2012
FUND : 01 GENERAL FUND

J1397 APY500 H.02.05 10/03/12 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				
019262/00		ENTERPRISE RENT A CAR					
826 PO-130692	10/05/2012	D850537-3082	1 01-0000-0-5600-472-1110-4000-014-915 NN F			90.50	90.50
828 PO-130694	10/05/2012	D850697	1 01-0000-0-5600-472-1110-4000-014-915 NN F			90.50	90.50
829 PO-130695	10/05/2012	D850742-3082	1 01-0000-0-5600-472-1110-4000-014-915 NN F			90.50	90.50
830 PO-130696	10/05/2012	D850757	1 01-0000-0-5600-472-1110-4000-014-915 NN F			90.50	90.50
TOTAL PAYMENT AMOUNT			362.00 *				362.00
017724/00		FOOTHILL HIGH SCHOOL					
800 PO-130671	10/05/2012	CHS JAN18,19	1 01-0000-0-5800-472-1801-1000-014-000 NN F			250.00	250.00
TOTAL PAYMENT AMOUNT			250.00 *				250.00
022347/00		GIVE SOMETHING BACK					
774 PO-130648	10/05/2012	IN-0021431	1 01-6500-0-4300-102-5770-1110-003-000 NN F			32.30	32.30
TOTAL PAYMENT AMOUNT			32.30 *				32.30
014044/00		HAGEDORN, ROGER					
28 PO-130015	10/05/2012	MILEAGE SEPT	1 01-0000-0-5210-106-0000-8300-007-000 NN P			14.43	14.43
TOTAL PAYMENT AMOUNT			14.43 *				14.43
021440/00		HAMPTON INN AND SUITES					
767 PO-130698	10/05/2012	D GRIMES OCT 19-20	1 01-0000-0-5200-110-0000-7200-004-000 NN F			94.08	94.08
TOTAL PAYMENT AMOUNT			94.08 *				94.08
010992/00		HARBOR FREIGHT TOOLS USA INC					
457 PO-130370	10/05/2012	829206	1 01-0000-0-9320-000-0000-0000-000-000 NN P			524.77	524.77
TOTAL PAYMENT AMOUNT			524.77 *				524.77
014160/00		HOLLINBECK, ALICE					
809 PO-130679	10/05/2012	H7H MILEAGE SEPT	1 01-0000-0-5210-103-1110-1004-003-000 NN F			122.10	122.10
TOTAL PAYMENT AMOUNT			122.10 *				122.10

81 CENTER UNIFIED SCHOOL DIST.
100512

ACCOUNTS PAYABLE PRELIST
BATCH: 0017 10/05/2012
FUND : 01 GENERAL FUND

J1397 APY500 H.02.05 10/03/12 PAGE 4
<< Open >>

Vendor/Addr	Remit name	Description	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
Req Reference	Date			FD RESO P OBJE SIT GOAL FUNC RBS DEP T9MP				
021874/00	KIDWELL, TAMBRA							
81 PO-130051	10/05/2012	000-28 REIMB MEAL		1 01-7230-0-5800-112-0000-3600-007-000 NN P			13.70	13.70
		TOTAL PAYMENT AMOUNT		13.70 *				13.70
017826/00	LINCOLN HIGH SCHOOL							
797 PO-130668	10/05/2012	CHS 1-12-13		1 01-0000-0-5800-472-1801-1000-014-000 NN F			300.00	300.00
		TOTAL PAYMENT AMOUNT		300.00 *				300.00
017726/00	LOS ANGELES FREIGHTLINER							
68 PO-130041	10/05/2012	BN37153		1 01-7230-0-4300-112-0000-3600-007-000 NN P			93.31	93.31
		TOTAL PAYMENT AMOUNT		93.31 *				93.31
019059/00	MILLENNIUM TERMITE & PEST							
39 PO-130019	10/05/2012	TR-71099		1 01-0000-0-5500-106-0000-8110-007-000 NN P			91.00	91.00
39 PO-130019	10/05/2012	TR-72628		1 01-0000-0-5500-106-0000-8110-007-000 NN P			116.00	116.00
		TOTAL PAYMENT AMOUNT		207.00 *				207.00
020461/00	MITCHELL, CYNDY							
83 PO-130053	10/05/2012	000-15 REIMB MEAL		1 01-7230-0-5800-112-0000-3600-007-000 NN F			12.01	13.70
		TOTAL PAYMENT AMOUNT		13.70 *				13.70
015787/00	O'REILLY AUTO PARTS							
88 PO-130058	10/05/2012	3558-196908		1 01-7230-0-4300-112-0000-3600-007-000 NN P			43.08	43.08
		TOTAL PAYMENT AMOUNT		43.08 *				43.08
017576/00	OFFICE DEPOT/BUS.SERVICES DIV							
762 PO-130639	10/05/2012	626165975001		1 01-6300-0-4300-240-1110-1000-011-000 NN F			277.56	277.49
		TOTAL PAYMENT AMOUNT		277.49 *				277.49

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ACCOUNTS PAYABLE PRELIST
BATCH: 0017 10/05/2012
FUND : 01 GENERAL FUND

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Vendor/Addr	Remit name	Req Reference	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		
011822/00	OLARIU, STEFAN															
	714 PO-130596	10/05/2012	000-14	REIMB MEAL		1	01-7230-0-5800-112-0000-3600-007-000	NN P							13.70	13.70
	TOTAL PAYMENT AMOUNT														13.70 *	13.70
014069/00	PLATT ELECTRIC SUPPLY															
	45 PO-130024	10/05/2012	2426632			1	01-8150-0-4300-106-0000-8110-007-000	NN P							559.16	559.16
	TOTAL PAYMENT AMOUNT														559.16 *	559.16
014023/00	PRO-ED															
	687 PO-130576	10/05/2012	2078799			1	01-6500-0-4300-102-5001-2700-003-000	YN F							165.26	151.80
	TOTAL PAYMENT AMOUNT														151.80 *	151.80
	TOTAL USE TAX AMOUNT														11.76	
021194/00	PRUDENTIAL OVERALL SUPPLY INC															
	91 PO-130061	10/05/2012	180140286			1	01-7230-0-5600-112-0000-3600-007-000	NN P							48.90	48.90
	TOTAL PAYMENT AMOUNT														48.90 *	48.90
010264/00	SACRAMENTO BEE															
	700 PO-130583	10/05/2012	2421726			1	01-0000-0-5800-110-0000-7200-004-000	NN P							350.00	350.00
	TOTAL PAYMENT AMOUNT														350.00 *	350.00
010266/00	SACRAMENTO COUNTY UTILITIES															
	47 PO-130025	10/05/2012	50000918556			1	01-0000-0-5540-106-0000-8110-007-000	NN P							510.85	510.85
	47 PO-130025	10/05/2012	50000918618			1	01-0000-0-5540-106-0000-8110-007-000	NN P							426.22	426.22
	47 PO-130025	10/05/2012	50000918485			1	01-0000-0-5540-106-0000-8110-007-000	NN P							2,788.86	2,788.86
	TOTAL PAYMENT AMOUNT														3,725.93 *	3,725.93
010376/00	SLAKEY BROS. INC.															
	307 PO-130253	10/05/2012	17042465-00			1	01-8150-0-4300-106-0000-8110-007-000	NN P							37.25	37.25
	TOTAL PAYMENT AMOUNT														37.25 *	37.25

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ACCOUNTS PAYABLE PRELIST
BATCH: 0017 10/05/2012
FUND : 01 GENERAL FUND

J1397 APYS00 H.02.05 10/03/12 PAGE 6
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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				
010263/00	SMUD						
51 PO-130029	10/05/2012	7000000	1 01-0000-0-5530-106-0000-8110-007-000 NN P			97,612.98	97,612.98
			TOTAL PAYMENT AMOUNT	97,612.98 *			97,612.98
022066/00	STEVE ANDERSON'S PLUMBING INC						
813 PO-130682	10/05/2012	8992	1 01-0000-0-5600-106-0000-8110-007-000 NN F			1,450.52	1,450.52
			TOTAL PAYMENT AMOUNT	1,450.52 *			1,450.52
014542/00	VISTA ATHLETIC BOOSTERS						
798 PO-130669	10/05/2012	CHS DEC 1212	1 01-0000-0-5800-472-1801-1000-014-000 NN F			250.00	250.00
			TOTAL PAYMENT AMOUNT	250.00 *			250.00
010307/00	WARDS NATURAL SCIENCE						
510 PO-130431	10/05/2012	1325-816-00	1 01-0029-0-4300-472-1110-1000-014-000 NN P			126.76	126.76
510 PO-130431	10/05/2012	1325-816-01	1 01-0029-0-4300-472-1110-1000-014-000 NN F			234.38	206.13
			TOTAL PAYMENT AMOUNT	332.89 *			332.89
018567/00	WESTERN STATES GLASS						
62 PO-130036	10/05/2012	363160	1 01-8150-0-4300-106-0000-8110-007-000 NN P			73.50	73.50
62 PO-130036	10/05/2012	363161	1 01-8150-0-4300-106-0000-8110-007-000 NN P			69.16	69.16
			TOTAL PAYMENT AMOUNT	142.66 *			142.66
022348/00	WILSON, SHERRY						
98 PO-130064	10/05/2012	TRIP 56 REIMB MEAL	1 01-7230-0-5800-112-0000-3600-007-000 NN P			7.49	7.49
			TOTAL PAYMENT AMOUNT	7.49 *			7.49
017313/00	XEROX CORPORATION						
152 PO-130105	10/05/2012	701567455	1 01-3010-0-5612-240-1110-1000-011-000 NN P			16.50	16.50
			TOTAL PAYMENT AMOUNT	16.50 *			16.50
			TOTAL FUND PAYMENT	154,067.26 **			154,067.26
			TOTAL USE TAX AMOUNT	11.76			

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ACCOUNTS PAYABLE PRELIST
BATCH: 0017 10/05/2012
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				
014067/00		ACCREDITING COMMISSION FOR					
771 PO-130662	10/05/2012	504552	1 09-0700-0-5800-503-0000-2700-018-000 NN F			750.00	750.00
TOTAL PAYMENT AMOUNT			750.00 *				750.00
010669/00		ALHAMBRA & SIERRA SPRINGS					
344 PO-130278	10/05/2012	4779099	2 09-0000-0-4300-501-1110-1000-016-000 NN P			34.36	34.36
344 PO-130278	10/05/2012	4779099	1 09-0700-0-4300-503-0000-2700-018-000 NN P			34.35	34.35
TOTAL PAYMENT AMOUNT			68.71 *				68.71
021842/00		CALIFORNIA INTERSCHOLASTIC					
789 PO-130664	10/05/2012	17805	1 09-0700-0-5300-503-1110-1000-018-000 NN F			50.83	50.83
TOTAL PAYMENT AMOUNT			50.83 *				50.83
017370/00		CIF SAC-JOQUIN SECTION					
790 PO-130665	10/05/2012	GLOBAL YOTH 12-13	1 09-0700-0-5300-503-1110-1000-018-000 NN F			400.00	400.00
TOTAL PAYMENT AMOUNT			400.00 *				400.00
021971/00		JORGENSEN SPORTS SERVICE					
788 PO-130663	10/05/2012	GLOBAL YOUTH	1 09-0700-0-5800-503-1110-1000-018-000 NY F			1,490.00	1,490.00
TOTAL PAYMENT AMOUNT			1,490.00 *				1,490.00
TOTAL FUND PAYMENT			2,759.54 **				2,759.54

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ACCOUNTS PAYABLE PRELIST
BATCH: 0017 10/05/2012
FUND : 13 CAFETERIA 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				
019834/00	BERKELEY FARMS INC						
696 PO-130582	10/05/2012	GY 325860	1 13-5310-0-4700-108-0000-3700-007-000 NN P			253.63	253.63
696 PO-130582	10/05/2012	WCR 326010	1 13-5310-0-4700-108-0000-3700-007-000 NN P			3,128.41	3,128.41
696 PO-130582	10/05/2012	SP 325950	1 13-5310-0-4700-108-0000-3700-007-000 NN P			1,777.49	1,777.49
696 PO-130582	10/05/2012	325890	1 13-5310-0-4700-108-0000-3700-007-000 NN P			2,040.19	2,040.19
696 PO-130582	10/05/2012	DU 325920	1 13-5310-0-4700-108-0000-3700-007-000 NN P			2,782.84	2,782.84
696 PO-130582	10/05/2012	NC 325980	1 13-5310-0-4700-108-0000-3700-007-000 NN P			1,951.72	1,951.72
696 PO-130582	10/05/2012	325800	1 13-5310-0-4700-108-0000-3700-007-000 NN P			3,282.18	3,282.18
TOTAL PAYMENT AMOUNT			15,216.46 *				15,216.46
011602/00	DANIELSEN CO., THE						
133 PO-130097	10/05/2012	106995	2 13-5310-0-4300-108-0000-3700-007-000 NN P			8.00	8.00
133 PO-130097	10/05/2012	107844	2 13-5310-0-4300-108-0000-3700-007-000 NN P			54.98	54.98
133 PO-130097	10/05/2012	108300	2 13-5310-0-4300-108-0000-3700-007-000 NN P			308.52	308.52
133 PO-130097	10/05/2012	107402	2 13-5310-0-4300-108-0000-3700-007-000 NN P			92.37	92.37
133 PO-130097	10/05/2012	106995	1 13-5310-0-4700-108-0000-3700-007-000 NN P			1,733.12	1,733.12
133 PO-130097	10/05/2012	107844	1 13-5310-0-4700-108-0000-3700-007-000 NN P			3,834.51	3,834.51
133 PO-130097	10/05/2012	108300	1 13-5310-0-4700-108-0000-3700-007-000 NN P			2,630.57	2,630.57
133 PO-130097	10/05/2012	107402	1 13-5310-0-4700-108-0000-3700-007-000 NN P			2,797.97	2,797.97
TOTAL PAYMENT AMOUNT			11,460.04 *				11,460.04
011313/00	DEDYK, ALEXANDRA						
820 PO-130687	10/05/2012	MEAL REIMB	1 13-5310-0-8634-000-0000-0000-000-000 NN F			59.40	59.40
TOTAL PAYMENT AMOUNT			59.40 *				59.40
019993/00	PROPACIFIC FRESH						
138 PO-130102	10/05/2012	DU	1 13-5310-0-4700-108-0000-3700-007-000 NN P			3,064.90	3,064.90
138 PO-130102	10/05/2012	SP	1 13-5310-0-4700-108-0000-3700-007-000 NN P			1,590.10	1,590.10
138 PO-130102	10/05/2012	OH	1 13-5310-0-4700-108-0000-3700-007-000 NN P			2,705.86	2,705.86
138 PO-130102	10/05/2012	NC	1 13-5310-0-4700-108-0000-3700-007-000 NN P			2,033.95	2,033.95
138 PO-130102	10/05/2012	CH	1 13-5310-0-4700-108-0000-3700-007-000 NN P			4,541.30	4,541.30
138 PO-130102	10/05/2012	WR	1 13-5310-0-4700-108-0000-3700-007-000 NN P			2,359.34	2,359.34
TOTAL PAYMENT AMOUNT			16,295.45 *				16,295.45
015256/00	RAMBO, DEBORAH						
819 PO-130686	10/05/2012	MEAL REIMB	1 13-5310-0-8634-000-0000-0000-000-000 NN F			31.50	31.50
TOTAL PAYMENT AMOUNT			31.50 *				31.50

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ACCOUNTS PAYABLE PRELIST
BATCH: 0017 10/05/2012
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	
017334/00	SEVEN UP BOTTLING CO. OF S.F.							
134 PO-130098	10/05/2012	2188714487	1	13-5310-0-4700-108-0000-3700-007-000	NN P	2,750.40		2,750.40
134 PO-130098	10/05/2012	2189415998	1	13-5310-0-4700-108-0000-3700-007-000	NN P	398.40		398.40
TOTAL PAYMENT AMOUNT						3,148.80 *		3,148.80
TOTAL FUND PAYMENT						46,211.65 **		46,211.65

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ACCOUNTS PAYABLE PRELIST
BATCH: 0017 10/05/2012
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
013988/00	HAJOCA CORPORATION							
627 PO-130528	10/05/2012	S006901367	1	14-0024-0-4300-106-9606-8110-007-000	NN	F		490.23 490.23
TOTAL PAYMENT AMOUNT				490.23 *				490.23
TOTAL FUND PAYMENT				490.23 **				490.23
TOTAL BATCH PAYMENT				203,528.68 ***		0.00		203,528.68
TOTAL USE TAX AMOUNT				11.76				
TOTAL DISTRICT PAYMENT				203,528.68 ****		0.00		203,528.68
TOTAL USE TAX AMOUNT				11.76				
TOTAL FOR ALL DISTRICTS:				203,528.68 ****		0.00		203,528.68
TOTAL USE TAX AMOUNT				11.76				

Number of warrants to be printed: 53, not counting voids due to stub overflows.

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ACCOUNTS PAYABLE PRELIST

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Batch status: A All

From batch: 0018

To batch: 0018

Include Revolving Cash: Y

Include Address: N

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ACCOUNTS PAYABLE PRELIST
BATCH: 0018 10/12/2012
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				
014674/00	42 PHOTO						
653 PO-130546	10/12/2012	156876	1 01-3550-0-4400-472-1110-1000-014-000 NN F		8,339.85	8,339.85	
TOTAL PAYMENT AMOUNT			8,339.85 *			8,339.85	
015797/00	ACE SUPPLY HARDWARE NORTH						
194 PO-130168	10/12/2012	90032/2	1 01-8150-0-4300-106-0000-8110-007-000 NN P		12.39	12.39	
TOTAL PAYMENT AMOUNT			12.39 *			12.39	
010002/00	ALDAR ACADEMY						
520 PO-130447	10/12/2012	sept 2012	1 01-6500-0-5800-102-5750-1180-003-000 NN P		2,696.48	2,696.48	
TOTAL PAYMENT AMOUNT			2,696.48 *			2,696.48	
010669/00	ALHAMBRA & SIERRA SPRINGS						
7 PO-130008	10/12/2012	4782453 092712	1 01-8150-0-4300-106-0000-8110-007-000 NN P		57.74	57.74	
66 PO-130039	10/12/2012	4781257 092712	1 01-7230-0-4300-112-0000-3600-007-000 NN P		59.81	59.81	
445 PO-130361	10/12/2012	4781839 092712	1 01-0000-0-4300-475-3200-2700-015-000 NN P		35.44	35.44	
519 PO-130424	10/12/2012	4780794 092712	1 01-0000-0-4300-103-0000-7200-003-000 NN P		45.43	45.43	
TOTAL PAYMENT AMOUNT			198.42 *			198.42	
013985/00	ALL DIESEL ELECTRIC INC.						
616 PO-130502	10/12/2012	8242	1 01-7230-0-4300-112-0000-3600-007-000 NN P		458.14	458.14	
616 PO-130502	10/12/2012	8239	1 01-7230-0-4300-112-0000-3600-007-000 NN P		193.95	193.95	
TOTAL PAYMENT AMOUNT			652.09 *			652.09	
021763/00	ALL STAR RENTS						
8 PO-130009	10/12/2012	337268	1 01-8150-0-5600-106-0000-8110-007-000 NN P		167.40	167.40	
TOTAL PAYMENT AMOUNT			167.40 *			167.40	
018757/00	AMARO, KRISTINA						
850 PO-130713	10/12/2012	SEPT 2012 MILEAGE	1 01-5630-0-5800-601-1220-1000-017-000 NN F		119.13	119.13	
TOTAL PAYMENT AMOUNT			119.13 *			119.13	

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ACCOUNTS PAYABLE PRELIST
BATCH: 0018 10/12/2012
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				
011675/00	AT&T MESSAGING						
5 PO-130007	10/12/2012	10/1-10/31 6732874	1 01-0000-0-5902-106-0000-8110-007-000 NN P			720.00	720.00
			TOTAL PAYMENT AMOUNT	720.00 *			720.00
022470/00	ATKINSON YOUTH SERVICES						
521 PO-130448	10/12/2012	SEPT.12	1 01-6500-0-5800-102-5750-1180-003-000 NN P			2,196.40	2,196.40
			TOTAL PAYMENT AMOUNT	2,196.40 *			2,196.40
021604/00	ATLAS DISPOSAL INDUSTRIES						
9 PO-130010	10/12/2012	480340	1 01-0000-0-5550-106-0000-8110-007-000 NN P			360.00	360.00
			TOTAL PAYMENT AMOUNT	360.00 *			360.00
021235/00	BECKER, LEE ANN						
761 PO-130638	10/12/2012	SEPT MILEAGE	1 01-0000-0-5210-102-0000-3140-003-000 NN P			53.28	53.28
			TOTAL PAYMENT AMOUNT	53.28 *			53.28
014056/00	BENDER, LINDA						
854 PO-130717	10/12/2012	REIMB	1 01-6520-0-5200-472-5770-1110-003-000 NN F			171.87	171.87
			TOTAL PAYMENT AMOUNT	171.87 *			171.87
019075/00	BRIGHT FUTURES THERAPY						
522 PO-130449	10/12/2012	3022	1 01-6500-0-5800-102-5750-1180-003-000 NN P			12,640.00	12,640.00
			TOTAL PAYMENT AMOUNT	12,640.00 *			12,640.00
021678/00	CAPITOL ACADEMY						
571 PO-130476	10/12/2012	213	1 01-6500-0-5800-102-5750-1180-003-000 NN P			8,871.20	8,871.20
			TOTAL PAYMENT AMOUNT	8,871.20 *			8,871.20
010408/00	CAPITOL CITY PROPANE INC						
69 PO-130042	10/12/2012	TICKET 1667	1 01-7230-0-4308-112-0000-3600-007-000 NN P			398.57	398.57
			TOTAL PAYMENT AMOUNT	398.57 *			398.57

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FUND : 01 GENERAL FUND

Vendor/Addr Remit name
Reg Reference Date Description

010575/00 CAPITOL CLUTCH & BRAKE INC.

Tax ID num Deposit type ABA num Account num
FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP Liq Amt Net Amount

70 PO-130043 10/12/2012 1214641

1 01-7230-0-4300-112-0000-3600-007-000 NN P 23.94 * 23.94
TOTAL PAYMENT AMOUNT 23.94

021036/00 CCHAT CENTER

528 PO-130454 10/12/2012 CETER9-12

1 01-6500-0-5800-102-5750-1180-003-000 NN P 2,359.23 * 2,359.23
TOTAL PAYMENT AMOUNT 2,359.23

017639/00 CDT INC.

456 PO-130369 10/12/2012 25178

1 01-0000-0-5800-110-0000-7200-004-000 NN P 108.00 * 108.00
TOTAL PAYMENT AMOUNT 108.00

020305/00 CDW GOVERNMENT INC.

779 PO-130654 10/12/2012 R307518
827 PO-130693 10/12/2012 R492401

1 01-8150-0-4300-106-0000-8110-007-000 NN P 66.36
1 01-0000-0-4300-115-1202-1000-007-000 NN F 118.63
TOTAL PAYMENT AMOUNT 176.47

021175/00 CINTAS DOCUMENT MANAGEMENT

677 PO-130563 10/12/2012 DG37051952

1 01-0000-0-5800-472-0000-2700-014-000 NN P 32.10 * 32.10
TOTAL PAYMENT AMOUNT 32.10

015699/00 CLARK SECURITY PRODUCTS

14 PO-130012 10/12/2012 SA11915401

1 01-8150-0-4300-106-0000-8110-007-000 NN P 67.73 * 67.73
TOTAL PAYMENT AMOUNT 67.73

015735/00 COUNTY OF SACRAMENTO

794 PO-130661 10/12/2012 16451
794 PO-130661 10/12/2012 16454

1 01-0000-0-5800-106-0000-8110-007-000 NN P 25.00
1 01-0000-0-5800-106-0000-8110-007-000 NN P 25.00
TOTAL PAYMENT AMOUNT 50.00

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ACCOUNTS PAYABLE PRELIST
BATCH: 0018 10/12/2012
FUND : 01 GENERAL FUND

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Vendor/Addr	Remit name	Description	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
Req Reference	Date			FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP				
010583/00	DEL PASO PIPE & STEEL CO.							
17 PO-130697	10/12/2012	339769		1 01-8150-0-4300-106-0000-8110-007-000 NN P			110.34	110.34
TOTAL PAYMENT AMOUNT							110.34 *	110.34
018507/00	DILES, JACQUELYN							
869 PO-130724	10/12/2012	MAY-OCT MILEAGE		1 01-0000-0-5210-105-0000-7200-005-000 NN P			39.41	39.41
TOTAL PAYMENT AMOUNT							39.41 *	39.41
018277/00	EASTER SEAL SOCIETY OF CA. INC							
527 PO-130453	10/12/2012	AUG-12		1 01-6500-0-5800-102-5750-1180-003-000 NN P			1,417.50	1,417.50
TOTAL PAYMENT AMOUNT							1,417.50 *	1,417.50
022347/00	GIVE SOMETHING BACK							
812 PO-130681	10/12/2012	IN0024217		1 01-0000-0-4300-472-1224-1000-014-000 NN F			168.95	129.22
TOTAL PAYMENT AMOUNT							129.22 *	129.22
017577/00	GOMES, JOE							
834 PO-130702	10/12/2012	FBLA MILEAGE		1 01-3550-0-5211-472-1110-1000-014-000 NN F			71.21	71.21
TOTAL PAYMENT AMOUNT							71.21 *	71.21
011818/00	GOODELL PORTER SANCHEZ & [REDACTED]							
PO-121913	10/12/2012	4126.0 9/21/12		1 01-0000-0-5800-105-0000-7190-005-000 NN P			6,000.00	6,000.00
TOTAL PAYMENT AMOUNT							6,000.00 *	6,000.00
017718/00	GUIDING HANDS INC.							
757 PO-130632	10/12/2012	D12328 SEPT		1 01-6500-0-5800-102-5750-1180-003-000 NN P			5,501.88	5,501.88
TOTAL PAYMENT AMOUNT							5,501.88 *	5,501.88
013988/00	HAJOCA CORPORATION							
12 PO-130112	10/12/2012	S006904125.001		1 01-8150-0-4300-106-0000-8110-007-000 NN P			145.18	145.18
12 PO-130112	10/12/2012	S006881384.001		1 01-8150-0-4300-106-0000-8110-007-000 NN P			198.26	198.26
12 PO-130112	10/12/2012	S006889241.003		1 01-8150-0-4300-106-0000-8110-007-000 NN P			9.16	9.16

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Vendor/Addr	Remit name	Description	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
Req Reference	Date			FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP				
013988 (CONTINUED)								
12 PO-130112	10/12/2012	S006889241.001		1 01-8150-0-4300-106-0000-8110-007-000 NN P		396.52	396.52	
12 PO-130112	10/12/2012	S006918684.001		1 01-8150-0-4300-106-0000-8110-007-000 NN P		628.55	628.55	
12 PO-130112	10/12/2012	S006918684.002		1 01-8150-0-4300-106-0000-8110-007-000 NN P		57.32	57.32	
TOTAL PAYMENT AMOUNT					1,434.99 *		1,434.99	
015498/00 HARRIS WELDING								
792 PO-130659	10/12/2012	00516/00589169		1 01-7230-0-5600-112-0000-3600-007-000 NN P		469.31	469.31	
TOTAL PAYMENT AMOUNT					469.31 *		469.31	
021775/00 HOME DEPOT SUPPLY								
32 PO-130018	10/12/2012	9118097120		1 01-8150-0-4300-106-0000-8110-007-000 NN P		84.20	84.20	
839 PO-130705	10/12/2012	9116386408		1 01-8150-0-4300-106-0000-8110-007-000 NN F		786.74	786.74	
TOTAL PAYMENT AMOUNT					870.94 *		870.94	
018990/00 INTERSTATE BATTERY SYSTEM								
80 PO-130050	10/12/2012	10070640		1 01-7230-0-4300-112-0000-3600-007-000 NN P		161.46	161.46	
80 PO-130050	10/12/2012	10070595		1 01-7230-0-4300-112-0000-3600-007-000 NN P		225.09	225.09	
TOTAL PAYMENT AMOUNT					386.55 *		386.55	
021789/00 JABBERGYM INC								
529 PO-130455	10/12/2012	2705		1 01-6500-0-5800-102-5750-1180-003-000 NN P		380.00	380.00	
TOTAL PAYMENT AMOUNT					380.00 *		380.00	
022406/00 MAXIM HEALTHCARE SERVICES INC								
632 PO-130533	10/12/2012	1050000262		1 01-0000-0-5800-102-0000-3140-003-000 NN P		3,060.40	3,060.40	
632 PO-130533	10/12/2012	1068440262		1 01-0000-0-5800-102-0000-3140-003-000 NN P		2,347.20	2,347.20	
TOTAL PAYMENT AMOUNT					5,407.60 *		5,407.60	
016679/00 MELVIN R. CUCKOVICH								
428 PO-130444	10/12/2012	REIMB 8/19-9/14		1 01-6500-0-5800-102-5001-2700-003-000 NY P		117.94	117.94	
TOTAL PAYMENT AMOUNT					117.94 *		117.94	

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018535/00	POINT QUEST EDUCATION INC			
531 PO-130456	10/12/2012	SEPT 2012	1 01-6500-0-5800-102-5750-1180-003-000 NN P	6,268.11
			TOTAL PAYMENT AMOUNT	6,268.11 *
				6,268.11

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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				
021194/00	PRUDENTIAL OVERALL SUPPLY INC						
91 PO-130061	10/12/2012	180140742	1 01-7230-0-5600-112-0000-3600-007-000 NN P			48.90	48.90
181 PO-130144	10/12/2012	180140741	1 01-0000-0-5800-111-0000-8200-007-000 NN P			121.32	121.32
TOTAL PAYMENT AMOUNT						170.22 *	170.22
017016/00	RADIO SHACK CORPORATION						
215 PO-130185	10/12/2012	59677	1 01-8150-0-4300-106-0000-8110-007-000 NN P			15.00	15.00
TOTAL PAYMENT AMOUNT						15.00 *	15.00
010546/00	RIVERSIDE PUBLISHING CO.						
620 PO-130524	10/12/2012	948863853	1 01-6500-0-4300-102-5770-1110-003-000 NN F			133.83	137.92
TOTAL PAYMENT AMOUNT						137.92 *	137.92
010627/00	RIVERVIEW INTERNATIONAL TRUCKS						
518 PO-130423	10/12/2012	776832	1 01-7230-0-4300-112-0000-3600-007-000 NN P			231.61	231.61
TOTAL PAYMENT AMOUNT						231.61 *	231.61
010552/00	SAC VAL JANITORIAL						
159 PO-130123	10/12/2012	1997186	1 01-0000-0-9320-000-0000-0000-000-000 NN P			411.78	411.78
TOTAL PAYMENT AMOUNT						411.78 *	411.78
016337/00	SAECHOA, PA						
853 PO-130716	10/12/2012	JUNE AUG SEPT MILEAGE	1 01-6500-0-5800-102-5770-3600-003-000 NN F			410.70	410.70
TOTAL PAYMENT AMOUNT						410.70 *	410.70
010373/00	SCHOOLS INSURANCE AUTHORITY						
840 PO-130706	10/12/2012	PL2013-005	1 01-0000-0-5400-100-0000-7200-005-000 NN F			148,652.50	148,652.50
TOTAL PAYMENT AMOUNT						148,652.50 *	148,652.50

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Vendor/Addr	Remit name	Description	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
Req Reference	Date				FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP			
011500/00	SIA / DELTA DENTAL							
	PV-131019 10/12/2012	SIA/DELTA DENTAL			01-0000-0-9552-000-0000-0000-000 NN		44,098.97	
					TOTAL PAYMENT AMOUNT	44,098.97 *		44,098.97
014558/00	SPURR							
	52 PO-130030 10/12/2012	48933			1 01-0000-0-5520-106-0000-8110-007-000 NN P		1,175.63	
					TOTAL PAYMENT AMOUNT	1,175.63 *		1,175.63
020252/00	STAPLES BUSINESS ADVANTAGE							
	667 PO-130640 10/12/2012	114787604			1 01-0000-0-4300-472-0000-2700-014-000 NN F		63.41	
					TOTAL PAYMENT AMOUNT	63.41 *		63.41
021813/00	SUREWEST							
	55 PO-130033 10/12/2012	604457-0001			1 01-0000-0-5902-106-0000-8110-007-000 NN P		1,407.21	
					TOTAL PAYMENT AMOUNT	1,407.21 *		1,407.21
016370/00	TWIN RIVERS UNIFIED SCH DIST							
	600 PO-130498 10/12/2012	131008 OCT			1 01-0031-0-5801-110-0000-8300-004-000 NN P		11,250.00	
					TOTAL PAYMENT AMOUNT	11,250.00 *		11,250.00
016252/00	WALTON ENGINEERING INC							
	852 PO-130715 10/12/2012	77378			1 01-7230-0-5600-112-0000-3600-007-000 NN F		938.40	
					TOTAL PAYMENT AMOUNT	938.40 *		938.40
018567/00	WESTERN STATES GLASS							
	62 PO-130036 10/12/2012	366621			1 01-8150-0-4300-106-0000-8110-007-000 NN P		163.19	
					TOTAL PAYMENT AMOUNT	163.19 *		163.19
019842/00	WFCB-OSH COMMERCIAL SERVICES							
	41 PO-130021 10/12/2012	0211025879			1 01-8150-0-4300-106-0000-8110-007-000 NN P		22.25	
	41 PO-130021 10/12/2012	02110380361			1 01-8150-0-4300-106-0000-8110-007-000 NN P		32.54	
	41 PO-130021 10/12/2012	0211157927			1 01-8150-0-4300-106-0000-8110-007-000 NN P		40.74	

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FUND : 13 CAFETERIA 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				
020098/00	BIG TRAY						
136 PO-130100	10/12/2012	723888	1 13-5310-0-4400-108-0000-3700-007-000 NN P			180.88	180.88
TOTAL PAYMENT AMOUNT			180.88 *				180.88
014156/00	COUNTY OF SACRAMENTO						
684 PO-130574	10/12/2012	AR0058738	1 13-5310-0-5800-108-0000-3700-007-000 NN P			181.00	181.00
684 PO-130574	10/12/2012	AR0005361	1 13-5310-0-5800-108-0000-3700-007-000 NN P			533.00	533.00
TOTAL PAYMENT AMOUNT			714.00 *				714.00
018438/00	ECOLAB FOOD SAFETY SPECIALTIES						
471 PO-130412	10/12/2012	9851532	1 13-5310-0-4300-108-0000-3700-007-000 NN P			370.70	370.70
TOTAL PAYMENT AMOUNT			370.70 *				370.70
021583/00	GAVRILYUK, YULIYA						
842 PO-130708	10/12/2012	REFUND	1 13-5310-0-8634-000-0000-0000-000-000 NN F			10.50	10.50
TOTAL PAYMENT AMOUNT			10.50 *				10.50
010191/00	GRAINGER W.W. INC.						
857 PO-130719	10/12/2012	9935491473	1 13-5310-0-4300-108-0000-3700-007-000 NN F			125.74	125.74
TOTAL PAYMENT AMOUNT			125.74 *				125.74
022364/00	HEARTLAND PAYMENT SYSTEMS						
470 PO-130507	10/12/2012	MSB0000001307	1 13-5310-0-5300-108-0000-3700-007-000 NN P			291.60	291.60
TOTAL PAYMENT AMOUNT			291.60 *				291.60
022464/00	KASEY, LAURA						
861 PO-130722	10/12/2012	REIMB	1 13-5310-0-4300-108-0000-3700-007-000 NN F			140.45	140.45
TOTAL PAYMENT AMOUNT			140.45 *				140.45

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BATCH: 0018 10/12/2012
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Vendor/Addr	Remit name	Description	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
Req Reference	Date			FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP				
016279/00	P&R PAPER SUPPLY							
135 PO-130099	10/12/2012	N38664-00		1 13-5310-0-4300-108-0000-3700-007-000 NN P			1,255.99	1,255.99
				TOTAL PAYMENT AMOUNT	1,255.99 *			1,255.99
021194/00	PRUDENTIAL OVERALL SUPPLY INC							
137 PO-130101	10/12/2012	180140285		1 13-5310-0-5800-108-0000-3700-007-000 NN P			73.52	73.52
137 PO-130101	10/12/2012	180140740		1 13-5310-0-5800-108-0000-3700-007-000 NN P			73.52	73.52
				TOTAL PAYMENT AMOUNT	147.04 *			147.04
016043/00	SHELTONS UNLIMITED MECHANICAL							
369 PO-130308	10/12/2012	12-11773		1 13-5310-0-5600-108-0000-3700-007-000 NY P			913.81	913.81
				TOTAL PAYMENT AMOUNT	913.81 *			913.81
				TOTAL FUND PAYMENT	4,150.71 **			4,150.71
				TOTAL BATCH PAYMENT	295,891.82 ***	0.00		295,891.82
				TOTAL DISTRICT PAYMENT	295,891.82 ****	0.00		295,891.82
				TOTAL FOR ALL DISTRICTS:	295,891.82 ****	0.00		295,891.82

Number of warrants to be printed: 65, not counting³voids due to stub overflows.

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Batch status: A All

From batch: 0019

To batch: 0019

Include Revolving Cash: Y

Include Address: N

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ACCOUNTS PAYABLE PRELIST
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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				
010669/00	ALHAMBRA & SIERRA SPRINGS						
390 PO-130323	10/19/2012	4780818 100612	1 01-0000-0-4300-105-0000-7200-005-000 NN P			16.67	16.67
TOTAL PAYMENT AMOUNT						16.67 *	16.67
017614/00	ANTELOPE-HIGHLANDS CHAMBER OF						
892 PO-130750	10/19/2012	S.LOEHR CUSD	1 01-0000-0-5300-101-0000-7150-002-000 NN F			80.00	80.00
TOTAL PAYMENT AMOUNT						80.00 *	80.00
017760/00	BACKFLOW TECHNOLOGIES LLC						
10 PO-130150	10/19/2012	12-5225	1 01-0000-0-5800-106-0000-8110-007-000 NN P			61.00	61.00
TOTAL PAYMENT AMOUNT						61.00 *	61.00
010567/00	BATTERY WORLD						
863 PO-130727	10/19/2012	56906	1 01-7230-0-4300-112-0000-3600-007-000 NN P			101.80	101.80
TOTAL PAYMENT AMOUNT						101.80 *	101.80
015662/00	BEHAVIORAL EDUCATION FOR						
906 PO-130761	10/19/2012	2228	1 01-6500-0-5800-102-5750-1180-003-000 NN P			326.25	326.25
TOTAL PAYMENT AMOUNT						326.25 *	326.25
016846/00	CALHOUN, ROGER						
695 PO-130569	10/19/2012	SEPT MILEAGE	1 01-0000-0-5210-472-0000-8300-000-000 NN P			13.50	13.50
TOTAL PAYMENT AMOUNT						13.50 *	13.50
016077/00	CAN YOU IMAGINE THAT! INC						
837 PO-130704	10/19/2012	25569	1 01-3010-0-4300-236-1110-1000-009-000 NN F			215.50	215.50
TOTAL PAYMENT AMOUNT						215.50 *	215.50
017158/00	CCSESA						
856 PO-130718	10/19/2012	0700 B LAWSON	1 01-0000-0-5200-103-0000-2110-003-000 NN F			350.00	350.00
TOTAL PAYMENT AMOUNT						350.00 *	350.00

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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				
021175/00	CINTAS DOCUMENT MANAGEMENT						
873 PO-130734	10/19/2012	DG 37050577	1 01-0000-0-5800-371-0000-2700-012-000 NN P			32.10	32.10
TOTAL PAYMENT AMOUNT			32.10 *				32.10
018180/00	CITRUS HEIGHTS MOWER						
20 PO-130677	10/19/2012	215091	1 01-0000-0-4300-106-0000-8110-007-000 NN P			431.00	431.00
TOTAL PAYMENT AMOUNT			431.00 *				431.00
015699/00	CLARK SECURITY PRODUCTS						
14 PO-130012	10/19/2012	SA11277101	1 01-8150-0-4300-106-0000-8110-007-000 NN P			142.38	142.38
TOTAL PAYMENT AMOUNT			142.38 *				142.38
018951/00	DELL						
652 PO-130543	10/19/2012	XFX2M17F6	1 01-6500-0-4400-102-5001-2700-003-000 NN F			167.00	165.45
TOTAL PAYMENT AMOUNT			165.45 *				165.45
021610/00	EATON INTERPRETING SERVICES						
885 PO-130743	10/19/2012	132014	1 01-0000-0-5800-103-0000-7200-003-000 NN P			105.00	105.00
885 PO-130743	10/19/2012	132013	1 01-0000-0-5800-103-0000-7200-003-000 NN F			105.00	105.00
TOTAL PAYMENT AMOUNT			210.00 *				210.00
010336/00	ECOTECH PEST MANAGEMENT INC						
21 PO-130013	10/19/2012	1626	1 01-0000-0-5500-106-0000-8110-007-000 NN P			787.00	787.00
TOTAL PAYMENT AMOUNT			787.00 *				787.00
019262/00	ENTERPRISE RENT A CAR						
888 PO-130747	10/19/2012	DB50885-3082	1 01-0000-0-5600-472-1110-1000-014-000 NN F			109.89	109.89
896 PO-130754	10/19/2012	DB50886-3082	1 01-0000-0-5600-472-1110-4000-014-915 NN F			90.50	90.50
TOTAL PAYMENT AMOUNT			200.39 *				200.39

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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				
021772/00		ENVIRONMENTAL MICROBIOLOGY					
851 PO-130714	10/19/2012	43215826	1 01-8150-0-4300-106-0000-8110-007-000 NN P			38.79	38.79
851 PO-130714	10/19/2012	43215848	1 01-8150-0-4300-106-0000-8110-007-000 NN P			246.00	246.00
TOTAL PAYMENT AMOUNT			284.79 *				284.79
010592/00		EWING IRRIGATION PRODUCTS					
22 PO-130014	10/19/2012	5478329	1 01-0000-0-4300-106-0000-8110-007-000 NN P			347.65	347.65
TOTAL PAYMENT AMOUNT			347.65 *				347.65
022089/00		FISHER SCIENTIFIC CO LLC					
816 PO-130685	10/19/2012	1565519	1 01-0029-0-4300-472-1110-1000-014-000 NN F			188.80	188.80
816 PO-130685	10/19/2012	1565519	2 01-0029-0-4400-472-1110-1000-014-000 NN F			218.21	218.22
TOTAL PAYMENT AMOUNT			407.02 *				407.02
019214/00		FITZGERALD, AMBER					
766 PO-130643	10/19/2012	SEP-12	1 01-6500-0-5800-102-5750-1180-003-000 NN F			960.00	960.00
865 PO-130728	10/19/2012	sep-12	1 01-6500-0-5800-102-5750-1180-003-000 NN P			600.00	600.00
TOTAL PAYMENT AMOUNT			1,560.00 *				1,560.00
021754/00		GAYNOR TELESYSTEMS INC					
793 PO-130660	10/19/2012	INV 000021997	1 01-8150-0-5600-106-0000-8110-007-000 NN P			281.50	281.50
793 PO-130660	10/19/2012	INV000021999	1 01-8150-0-5600-106-0000-8110-007-000 NN F			281.50	281.50
TOTAL PAYMENT AMOUNT			563.00 *				563.00
011768/00		GIRARD EDWARDS & HANCE					
889 PO-130748	10/19/2012	4140	1 01-0000-0-5800-120-0000-7110-001-000 NN F			73.50	73.50
TOTAL PAYMENT AMOUNT			73.50 *				73.50
010602/00		HI-LINE ELECTRICAL & MECH					
262 PO-130223	10/19/2012	1910190738	2 01-7230-0-4300-112-0000-3600-007-000 NN P			74.28	74.28
TOTAL PAYMENT AMOUNT			74.28 *				74.28

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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				
010830/00	HOLT OF CALIFORNIA						
879 PO-130739	10/19/2012	SW050211543	1 01-8150-0-5600-106-0000-8110-007-000 NN F		138.50	138.50	
887 PO-130745	10/19/2012	SW050211570	1 01-0000-0-5600-106-0000-8110-007-000 NN F		77.00	77.00	
TOTAL PAYMENT AMOUNT			215.50 *			215.50	
017002/00	HOME DEPOT CREDIT SERVICES						
31 PO-130017	10/19/2012	66690199745	1 01-8150-0-4300-106-0000-8110-007-000 NN P		132.44	132.44	
TOTAL PAYMENT AMOUNT			132.44 *			132.44	
021874/00	KIDWELL, TAMBRA						
81 PO-130051	10/19/2012	trip 44	1 01-7230-0-5800-112-0000-3600-007-000 NN P		15.27	15.27	
TOTAL PAYMENT AMOUNT			15.27 *			15.27	
015080/00	LILLY PROPERTIES INC						
276 PO-130234	10/19/2012	1003124	1 01-0000-0-5550-106-0000-8110-007-000 NN P		750.25	750.25	
TOTAL PAYMENT AMOUNT			750.25 *			750.25	
018091/00	LUIGI, JEAN						
875 PO-130736	10/19/2012	REIMB	1 01-6300-0-4300-240-1110-1000-011-000 NN F		51.26	51.26	
TOTAL PAYMENT AMOUNT			51.26 *			51.26	
022172/00	MED TRANS						
864 PO-130723	10/19/2012	AUG-SEPT INV 1	1 01-6500-0-5800-102-5750-1180-003-000 NN P		800.00	800.00	
TOTAL PAYMENT AMOUNT			800.00 *			800.00	
021692/00	MONOPRICE INC						
563 PO-130473	10/19/2012	6743351	1 01-3010-0-4300-234-1110-1000-008-000 NN F		167.01	132.24	
TOTAL PAYMENT AMOUNT			132.24 *			132.24	

81 CENTER UNIFIED SCHOOL DIST.
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ACCOUNTS PAYABLE PRELIST
BATCH: 0019 ZERO CLOSE 10/19/12
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				
014982/00	MORENO, MANUEL						
870 PO-130752	10/19/2012	SEPT. MILEAGE	1 01-5630-0-5800-601-1220-1000-017-000 NN F			214.45	214.45
TOTAL PAYMENT AMOUNT						214.45 *	214.45
015787/00	O'REILLY AUTO PARTS						
88 PO-130058	10/19/2012	3558-199383	1 01-7230-0-4300-112-0000-3600-007-000 NN P			117.33	117.33
88 PO-130058	10/19/2012	3558-199437	1 01-7230-0-4300-112-0000-3600-007-000 NN P			67.62	67.62
88 PO-130058	10/19/2012	3558-199445	1 01-7230-0-4300-112-0000-3600-007-000 NN P			50.07	50.07
TOTAL PAYMENT AMOUNT						235.02 *	235.02
022163/00	ODYSSEY LEARNING CENTER INC						
524 PO-130450	10/19/2012	8002632	1 01-6500-0-5800-102-5750-1180-003-000 NN P			3,146.93	3,146.93
TOTAL PAYMENT AMOUNT						3,146.93 *	3,146.93
017576/00	OFFICE DEPOT/BUS.SERVICES DIV						
833 PO-130701	10/19/2012	627636533001	1 01-6500-0-4300-102-5750-1110-003-000 NN P			109.14	109.14
833 PO-130701	10/19/2012	627636531001	1 01-6500-0-4300-102-5750-1110-003-000 NN F			61.62	61.62
TOTAL PAYMENT AMOUNT						170.76 *	170.76
011822/00	OLARIU, STEFAN						
714 PO-130596	10/19/2012	TRIP 39	1 01-7230-0-5800-112-0000-3600-007-000 NN P			4.28	4.28
714 PO-130596	10/19/2012	TRIP 66	1 01-7230-0-5800-112-0000-3600-007-000 NN F			7.41	20.63
TOTAL PAYMENT AMOUNT						24.91 *	24.91
019700/00	PITNEY BOWES INC						
210 PO-130178	10/19/2012	1255240-0T12	1 01-0000-0-7439-106-0000-9100-007-000 NN P			1,248.10	1,248.10
TOTAL PAYMENT AMOUNT						1,248.10 *	1,248.10
014069/00	PLATT ELECTRIC SUPPLY						
45 PO-130024	10/19/2012	2476154	1 01-8150-0-4300-106-0000-8110-007-000 NN P			407.09	407.09
45 PO-130024	10/19/2012	2491735	1 01-8150-0-4300-106-0000-8110-007-000 NN P			311.40	311.40
TOTAL PAYMENT AMOUNT						718.49 *	718.49

81 CENTER UNIFIED SCHOOL DIST.
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ACCOUNTS PAYABLE PRELIST
BATCH: 0019 ZERO CLOSE 10/19/12
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				
022525/00	POST-IT LLC						
458 PO-130371	10/19/2012	SEPT 2012	1 01-0000-0-5800-110-0000-7200-004-000 NN P			60.00	60.00
TOTAL PAYMENT AMOUNT			60.00 *				60.00
014023/00	PRO-ED						
832 PO-130700	10/19/2012	2082903	1 01-6500-0-4300-102-5750-1110-003-000 NN F			663.54	658.90
TOTAL PAYMENT AMOUNT			658.90 *				658.90
016973/00	PROJECT LEAD THE WAY						
814 PO-130683	10/19/2012	BIO 2868	1 01-0029-0-4400-472-1110-1000-014-000 NN P			1,505.00	1,505.00
TOTAL PAYMENT AMOUNT			1,505.00 *				1,505.00
021194/00	PRUDENTIAL OVERALL SUPPLY INC						
91 PO-130061	10/19/2012	180141204	1 01-7230-0-5600-112-0000-3600-007-000 NN P			98.31	98.31
TOTAL PAYMENT AMOUNT			98.31 *				98.31
017712/00	PURELAND SUPPLY LLP						
716 PO-130600	10/19/2012	317497	1 01-0000-0-4300-475-3200-1000-015-000 NN F			212.00	212.00
TOTAL PAYMENT AMOUNT			212.00 *				212.00
017016/00	RADIO SHACK CORPORATION						
886 PO-130744	10/19/2012	061987	1 01-0000-0-4300-111-0000-8200-007-000 NN F			18.31	18.31
TOTAL PAYMENT AMOUNT			18.31 *				18.31
010627/00	RIVERVIEW INTERNATIONAL TRUCKS						
518 PO-130423	10/19/2012	CLOSE PER KIM R MOT	1 01-7230-0-4300-112-0000-3600-007-000 NN C			164.38	0.00
881 PO-130741	10/19/2012	199413	1 01-7230-0-4300-112-0000-3600-007-000 NN P			1,459.40	1,459.40
TOTAL PAYMENT AMOUNT			1,459.40 *				1,459.40

81 CENTER UNIFIED SCHOOL DIST.
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ACCOUNTS PAYABLE PRELIST
BATCH: 0019 ZERO CLOSE 10/19/12
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		
014970/00	RYAN, SANDRA						
867 PO-130729	10/19/2012	SEPT MILEAGE	1 01-6500-0-5800-102-5770-3600-003-000	NN	F	94.02	94.02
TOTAL PAYMENT AMOUNT						94.02 *	94.02
010552/00	SAC VAL JANITORIAL						
159 PO-130123	10/19/2012	10007644	1 01-0000-0-9320-000-0000-0000-000-000	NN	P	31.05	31.05
159 PO-130123	10/19/2012	10007660	1 01-0000-0-9320-000-0000-0000-000-000	NN	P	13.47	13.47
159 PO-130123	10/19/2012	10008750	1 01-0000-0-9320-000-0000-0000-000-000	NN	P	101.37	101.37
TOTAL PAYMENT AMOUNT						145.89 *	145.89
016821/00	SACRAMENTO COUNTY						
905 PO-130760	10/19/2012	203-0060-008-0000	1 01-0000-0-5800-106-0000-8200-007-000	NN	P	180.90	180.90
905 PO-130760	10/19/2012	203-0060-012-0000	1 01-0000-0-5800-106-0000-8200-007-000	NN	P	117.42	117.42
905 PO-130760	10/19/2012	203-0060-020-0000	1 01-0000-0-5800-106-0000-8200-007-000	NN	P	67.54	67.54
905 PO-130760	10/19/2012	203-0060-049-0000	1 01-0000-0-5800-106-0000-8200-007-000	NN	P	52.44	52.44
905 PO-130760	10/19/2012	203-0060-062-0000	1 01-0000-0-5800-106-0000-8200-007-000	NN	P	52.44	52.44
905 PO-130760	10/19/2012	203-0060-123-0000	1 01-0000-0-5800-106-0000-8200-007-000	NN	P	277.88	277.88
905 PO-130760	10/19/2012	203-0070-086-0000	1 01-0000-0-5800-106-0000-8200-007-000	NN	P	317.44	317.44
905 PO-130760	10/19/2012	203-0100-033-0000	1 01-0000-0-5800-106-0000-8200-007-000	NN	P	285.70	285.70
905 PO-130760	10/19/2012	203-0580-002-0000	1 01-0000-0-5800-106-0000-8200-007-000	NN	P	195.76	195.76
905 PO-130760	10/19/2012	203-0580-003-0000	1 01-0000-0-5800-106-0000-8200-007-000	NN	P	174.36	174.36
905 PO-130760	10/19/2012	203-1100-065-0000	1 01-0000-0-5800-106-0000-8200-007-000	NN	P	205.60	205.60
905 PO-130760	10/19/2012	203-1100-066-0000	1 01-0000-0-5800-106-0000-8200-007-000	NN	P	290.48	290.48
905 PO-130760	10/19/2012	203-1350-061-0000	1 01-0000-0-5800-106-0000-8200-007-000	NN	P	52.44	52.44
905 PO-130760	10/19/2012	203-1490-082-0000	1 01-0000-0-5800-106-0000-8200-007-000	NN	F	60.00	60.00
TOTAL PAYMENT AMOUNT						2,330.40 *	2,330.40
021460/00	SACRAMENTO COUNTY OFFICE OF						
874 PO-130735	10/19/2012	130364	1 01-3010-0-5800-240-1110-1000-011-822	NN	F	400.00	400.00
TOTAL PAYMENT AMOUNT						400.00 *	400.00
010266/00	SACRAMENTO COUNTY UTILITIES						
47 PO-130025	10/19/2012	50000185866 9/8-11/07	1 01-0000-0-5540-106-0000-8110-007-000	NN	P	626.18	626.18
TOTAL PAYMENT AMOUNT						626.18 *	626.18

81 CENTER UNIFIED SCHOOL DIST.
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ACCOUNTS PAYABLE PRELIST
BATCH: 0019 ZERO CLOSE 10/19/12
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				
010632/00	SACRAMENTO THEATRICAL LIGHTING						
756 PO-130634	10/19/2012	287618	1 01-0000-0-4300-472-9780-8110-014-000 NN F			2,397.65	2,431.95
TOTAL PAYMENT AMOUNT							2,431.95
018912/00	SAFETY-KLEEN CORPORATION						
95 PO-130162	10/19/2012	59007477	1 01-7230-0-5800-112-0000-3600-007-000 NN P			609.15	609.15
TOTAL PAYMENT AMOUNT							609.15
013973/00	SAMBA HOLDINGS INC						
97 PO-130114	10/19/2012	INV00022538	1 01-7230-0-4300-112-0000-3600-007-000 NN P			39.95	39.95
TOTAL PAYMENT AMOUNT							39.95
016043/00	SHELTONS UNLIMITED MECHANICAL						
872 PO-130733	10/19/2012	12-11625	1 01-8150-0-5600-106-0000-8110-007-000 NY F			1,164.45	1,164.45
TOTAL PAYMENT AMOUNT							1,164.45
017883/00	SIMPLEXGRINNELL LP						
48 PO-130026	10/19/2012	68245351	1 01-8150-0-4300-106-0000-8110-007-000 NN P			145.46	145.46
TOTAL PAYMENT AMOUNT							145.46
018370/00	STANLEY CONVERGENT SECURITY						
53 PO-130031	10/19/2012	9618575	1 01-0000-0-5800-106-0000-8110-007-000 NN P			174.66	174.66
53 PO-130031	10/19/2012	9610530	1 01-0000-0-5800-106-0000-8110-007-000 NN P			117.90	117.90
53 PO-130031	10/19/2012	9638093	1 01-0000-0-5800-106-0000-8110-007-000 NN P			2,469.39	2,469.39
TOTAL PAYMENT AMOUNT							2,761.95
010137/00	STATE BOARD OF EQUALIZATION						
734 PO-130614	10/19/2012	57-415168 JUL-SEPT	1 01-7230-0-5800-112-0000-3600-007-000 NN P			91.37	91.37
TOTAL PAYMENT AMOUNT							91.37

81 CENTER UNIFIED SCHOOL DIST.
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ACCOUNTS PAYABLE PRELIST
BATCH: 0019 ZERO CLOSE 10/19/12
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				
020075/00	TATYANA SILCHUK						
628 PO-130529	10/19/2012	SEPT	1 01-6500-0-5800-102-5770-3600-003-000 NN P			267.29	267.29
TOTAL PAYMENT AMOUNT						267.29 *	267.29
021111/00	ULINE						
806 PO-130675	10/19/2012	46626200	1 01-0000-0-9320-000-0000-0000-000 NN P			650.95	650.95
806 PO-130675	10/19/2012	46687795	1 01-0000-0-9320-000-0000-0000-000 NN F			76.68	76.68
TOTAL PAYMENT AMOUNT						727.63 *	727.63
011190/00	UNIVERSAL SPECIALTIES						
60 PO-130158	10/19/2012	56584	1 01-8150-0-4300-106-0000-8110-007-000 NN P			89.60	89.60
TOTAL PAYMENT AMOUNT						89.60 *	89.60
010279/00	VWR INTERNATIONAL CO						
96 PO-130063	10/19/2012	49004987	1 01-0029-0-4300-472-1110-1000-014-000 NN F			832.90	340.95
96 PO-130063	10/19/2012	49020742	2 01-0029-0-4400-472-1110-1000-014-000 NN F			3,758.65	3,758.64
TOTAL PAYMENT AMOUNT						4,099.59 *	4,099.59
010307/00	WARDS NATURAL SCIENCE						
811 PO-130680	10/19/2012	1335-127-00	1 01-0029-0-4300-472-1110-1000-014-000 NN F			128.89	130.12
TOTAL PAYMENT AMOUNT						130.12 *	130.12
019842/00	WFCB-OSH COMMERCIAL SERVICES						
41 PO-130021	10/19/2012	021101748110102012	1 01-8150-0-4300-106-0000-8110-007-000 NN P			52.30	52.30
TOTAL PAYMENT AMOUNT						52.30 *	52.30
TOTAL FUND PAYMENT						34,518.12 **	34,518.12

81 CENTER UNIFIED SCHOOL DIST.
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ACCOUNTS PAYABLE PRELIST
BATCH: 0019 ZERO CLOSE 10/19/12
FUND : 12 CHILD DEVELOPMEN 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				
018143/00		CHILD DEVELOPMENT CENTERS INC					
674 PO-130559	10/19/2012	5030-912	1 12-5025-0-5800-100-8500-1000-005-000 NN P			16,356.89	16,356.89
674 PO-130559	10/19/2012	5030-912	2 12-6105-0-5800-100-8500-1000-005-000 NN P			20,817.86	20,817.86
TOTAL PAYMENT AMOUNT						37,174.75 *	37,174.75
TOTAL FUND PAYMENT						37,174.75 **	37,174.75

81 CENTER UNIFIED SCHOOL DIST.
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ACCOUNTS PAYABLE PRELIST
BATCH: 0019 ZERO CLOSE 10/19/12
FUND : 13 CAFETERIA 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				

011462/00	HOBART SERVICE						
764 PO-130642	10/19/2012	30681900	1 13-5310-0-5600-108-0000-3700-007-000 NN P			357.72	357.72
TOTAL PAYMENT AMOUNT						357.72 *	357.72
021194/00	PRUDENTIAL OVERALL SUPPLY INC						
137 PO-130101	10/19/2012	180141203	1 13-5310-0-5800-108-0000-3700-007-000 NN P			73.52	73.52
TOTAL PAYMENT AMOUNT						73.52 *	73.52
015280/00	RATLIFF, JERRY						
893 PO-130753	10/19/2012	REFUND	1 13-5310-0-8634-000-0000-0000-000-000 NN F			22.10	22.10
TOTAL PAYMENT AMOUNT						22.10 *	22.10
016043/00	SHELTONS UNLIMITED MECHANICAL						
369 PO-130308	10/19/2012	12-10 CMHSE	1 13-5310-0-5600-108-0000-3700-007-000 NY P			225.00	225.00
369 PO-130308	10/19/2012	12-10 CHIGH	1 13-5310-0-5600-108-0000-3700-007-000 NY P			225.00	225.00
369 PO-130308	10/19/2012	12-10 RILES	1 13-5310-0-5600-108-0000-3700-007-000 NY P			225.00	225.00
369 PO-130308	10/19/2012	12-10 DUDLEY	1 13-5310-0-5600-108-0000-3700-007-000 NY P			225.00	225.00
369 PO-130308	10/19/2012	12-10 OAK HILL	1 13-5310-0-5600-108-0000-3700-007-000 NY P			225.00	225.00
369 PO-130308	10/19/2012	12-10 SPINELLI	1 13-5310-0-5600-108-0000-3700-007-000 NY P			225.00	225.00
369 PO-130308	10/19/2012	12-10 NORTH COUNTRY	1 13-5310-0-5600-108-0000-3700-007-000 NY P			225.00	225.00
TOTAL PAYMENT AMOUNT						1,575.00 *	1,575.00
011422/00	SYSKO OF SAN FRANCISCO						
132 PO-130096	10/19/2012	2019111651	2 13-5310-0-4300-108-0000-3700-007-000 NN P			933.64	933.64
132 PO-130096	10/19/2012	1488169/209181754	2 13-5310-0-4300-108-0000-3700-007-000 NN P			1,058.21	1,058.21
132 PO-130096	10/19/2012	1489775/209111651	1 13-5310-0-4700-108-0000-3700-007-000 NN P			1,147.99	1,147.99
132 PO-130096	10/19/2012	209181754	1 13-5310-0-4700-108-0000-3700-007-000 NN P			2,881.27	2,881.27
132 PO-130096	10/19/2012	209190699	1 13-5310-0-4700-108-0000-3700-007-000 NN P			426.40	426.40
132 PO-130096	10/19/2012	209251744	1 13-5310-0-4700-108-0000-3700-007-000 NN P			1,328.04	1,328.04
TOTAL PAYMENT AMOUNT						7,775.55 *	7,775.55
TOTAL FUND PAYMENT						9,803.89 **	9,803.89

81 CENTER UNIFIED SCHOOL DIST.
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ACCOUNTS PAYABLE PRELIST
BATCH: 0019 ZERO CLOSE 10/19/12
FUND : 14 DEFERRED MAINTENANCE FUND

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Vendor/Addr Remit name
Req Reference Date Description

018670/00 PALMER HAMILTON LLC

Tax ID num Deposit type ABA num Account num
FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP
Liq Amt Net Amount

613 PO-130521 10/19/2012 95988

TOTAL PAYMENT AMOUNT 1,271.19 * 1,271.19

TOTAL FUND PAYMENT 1,271.19 ** 1,271.19

81 CENTER UNIFIED SCHOOL DIST.
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ACCOUNTS PAYABLE PRELIST
BATCH: 0019 ZERO CLOSE 10/19/12
FUND : 21 BUILDING 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	
019627/00	NACHT & LEWIS ARCHITECTS							
360 PO-130290	10/19/2012	00001	1 21-0000-0-6210-242-9628-8500-007-000 NN P			8,350.00	8,350.00	
			TOTAL PAYMENT AMOUNT	8,350.00 *			8,350.00	
			TOTAL FUND PAYMENT	8,350.00 **			8,350.00	
			TOTAL BATCH PAYMENT	91,117.95 ***	0.00		91,117.95	
			TOTAL DISTRICT PAYMENT	91,117.95 ****	0.00		91,117.95	
			TOTAL FOR ALL DISTRICTS:	91,117.95 ****	0.00		91,117.95	

Number of warrants to be printed: 69, not counting voids due to stub overflows.

81 CENTER UNIFIED SCHOOL DIST.
10/22/2012

ACCOUNTS PAYABLE PRELIST
BATCH: 0021 10/22/12
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					
PV-131022	10/22/2012	CBA OCTOBER	01-0000-0-9552-000-0000-0000-000 NN			2,793.43	
		TOTAL PAYMENT AMOUNT	2,793.43 *				2,793.43
010355/00		KAISER					
PV-131020	10/22/2012	NOVEMBER KAISER	01-0000-0-9552-000-0000-0000-000 NN			155,673.41	
		TOTAL PAYMENT AMOUNT	155,673.41 *				155,673.41
022221/00		WESTERN HEALTH ADVANTAGE					
PV-131021	10/22/2012	NOVEMBER WHA	01-0000-0-9552-000-0000-0000-000 NN			89,950.63	
		TOTAL PAYMENT AMOUNT	89,950.63 *				89,950.63
		TOTAL FUND PAYMENT	248,417.47 **				248,417.47
		TOTAL BATCH PAYMENT	248,417.47 ***		0.00		248,417.47
		TOTAL DISTRICT PAYMENT	248,417.47 ****		0.00		248,417.47
		TOTAL FOR ALL DISTRICTS:	248,417.47 ****		0.00		248,417.47

Number of warrants to be printed: 3, not counting voids due to stub overflows.

81 CENTER UNIFIED SCHOOL DIST.
102612final

ACCOUNTS PAYABLE PRELIST

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APY500

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0

Batch status: A All

From batch: 0022

To batch: 0022

Include Revolving Cash: Y

Include Address: N

81 CENTER UNIFIED SCHOOL DIST.
102612final

ACCOUNTS PAYABLE PRELIST
BATCH: 0022 102612
FUND : 01 GENERAL FUND

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Vendor/Addr	Remit name	Description	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
Req Reference	Date			FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP				
020710/00		ACCURATE LABEL DESIGN						
844 PO-130709	10/26/2012	114126		1 01-0000-0-5800-472-0000-2700-014-000 YN F			84.35	79.00
				TOTAL PAYMENT AMOUNT				79.00
				TOTAL USE TAX AMOUNT				6.12
011650/00		ADVANCE SOUND & ELECTRONICS						
909 PO-130764	10/26/2012	26386		1 01-8150-0-5600-106-0000-8110-007-000 NN F			275.00	275.00
				TOTAL PAYMENT AMOUNT				275.00
010340/00		CA DEPT OF JUSTICE						
461 PO-130374	10/26/2012	932435		1 01-0000-0-5800-110-0000-7200-004-000 NN P			96.00	96.00
				TOTAL PAYMENT AMOUNT				96.00
018987/00		CAASFEP						
922 PO-130775	10/26/2012	T.JBEILY 11/15/12		1 01-3010-0-5200-103-1110-1000-003-822 NN F			275.00	275.00
				TOTAL PAYMENT AMOUNT				275.00
020540/00		CALIFORNIA AMERICAN WATER CO						
13 PO-130011	10/26/2012	05-0052955-7		1 01-0000-0-5540-106-0000-8110-007-000 NN P			7,522.75	7,522.75
13 PO-130011	10/22/2012	05-0062336-8		1 01-0000-0-5540-106-0000-8110-007-000 NN P			3,601.21	3,601.21
13 PO-130011	10/26/2012	05-0053101-7		1 01-0000-0-5540-106-0000-8110-007-000 NN P			1,514.29	1,514.29
13 PO-130011	10/22/2012	05-0053100-9		1 01-0000-0-5540-106-0000-8110-007-000 NN P			4,138.47	4,138.47
13 PO-130011	10/26/2012	05-0550586-7		1 01-0000-0-5540-106-0000-8110-007-000 NN P			7,323.94	7,323.94
13 PO-130011	10/26/2012	05-0482625-6		1 01-0000-0-5540-106-0000-8110-007-000 NN P			1,638.20	1,638.20
13 PO-130011	10/26/2012	05-0054874-8		1 01-0000-0-5540-106-0000-8110-007-000 NN P			173.20	173.20
13 PO-130011	10/26/2012	05-0054876-3		1 01-0000-0-5540-106-0000-8110-007-000 NN P			73.46	73.46
13 PO-130011	10/26/2012	05-0052643-9		1 01-0000-0-5540-106-0000-8110-007-000 NN P			4,037.57	4,037.57
13 PO-130011	10/26/2012	05-0482624-9		1 01-0000-0-5540-106-0000-8110-007-000 NN P			809.65	809.65
13 PO-130011	10/26/2012	05-0401542-1		1 01-0000-0-5540-106-0000-8110-007-000 NN P			474.85	474.85
				TOTAL PAYMENT AMOUNT			31,307.59	31,307.59
021051/00		CHILD ABUSE PREVENTION COUNCIL						
908 PO-130763	10/22/2012	CUSD01		1 01-0000-0-5800-601-1110-1000-017-093 NN F			3,946.46	3,946.46
				TOTAL PAYMENT AMOUNT				3,946.46

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ACCOUNTS PAYABLE PRELIST
BATCH: 0022 102612
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				
015699/00	CLARK SECURITY PRODUCTS						
14 PO-130012	10/26/2012	SA12109201	1 01-8150-0-4300-106-0000-8110-007-000 NN P			76.01	76.01
TOTAL PAYMENT AMOUNT			76.01 *				76.01
011613/00	DITTO PRINT & COPY						
884 PO-130746	10/26/2012	4747	1 01-0000-0-5800-103-0000-7200-003-000 NN F			589.28	589.28
TOTAL PAYMENT AMOUNT			589.28 *				589.28
019262/00	ENTERPRISE RENT A CAR						
915 PO-130769	10/26/2012	D850781-3082	1 01-0000-0-5600-472-1110-4000-014-915 NN F			90.50	90.50
919 PO-130772	10/22/2012	D850951-3082	1 01-0000-0-5600-472-1110-4000-014-915 NN F			90.50	90.50
920 PO-130773	10/26/2012	D850991-3082	1 01-0000-0-5600-472-1110-4000-014-915 NN F			90.50	90.50
TOTAL PAYMENT AMOUNT			271.50 *				271.50
022347/00	GIVE SOMETHING BACK						
871 PO-130731	10/26/2012	IN-0028511	1 01-6500-0-4300-102-5770-1110-003-000 NN F			138.22	148.24
883 PO-130742	10/26/2012	IN-0029576	1 01-0000-0-4300-472-1260-1000-014-000 NN F			43.09	43.09
904 PO-130759	10/26/2012	IN0030753	1 01-0000-0-4300-472-1284-1000-014-000 NN F			68.72	68.73
TOTAL PAYMENT AMOUNT			260.06 *				260.06
017002/00	HOME DEPOT CREDIT SERVICES						
31 PO-130017	10/26/2012	66690850636	1 01-8150-0-4300-106-0000-8110-007-000 NN P			95.85	95.85
31 PO-130017	10/26/2012	7973628	1 01-8150-0-4300-106-0000-8110-007-000 NN P			651.89	651.89
TOTAL PAYMENT AMOUNT			747.74 *				747.74
021874/00	KIDWELL, TAMBRA						
897 PO-130755	10/26/2012	000-64 MEAL REIMB	1 01-7230-0-5800-112-0000-3600-007-000 NN P			8.23	8.23
TOTAL PAYMENT AMOUNT			8.23 *				8.23
022230/00	MANAGED HEALTH NETWORK						
248 PO-130211	10/26/2012	3200042082	1 01-0000-0-3401-100-1110-1000-000-000 NN P			1,173.15	1,173.15
TOTAL PAYMENT AMOUNT			1,173.15 *				1,173.15

81 CENTER UNIFIED SCHOOL DIST.
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ACCOUNTS PAYABLE PRELIST
BATCH: 0022 102612
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
014651/00	MARANON, ISABELLA						
901 PO-130765	10/26/2012	REIMB	1	01-7230-0-5200-112-0000-3600-007-000	NY F	149.96	149.96
TOTAL PAYMENT AMOUNT						149.96 *	149.96
015787/00	O'REILLY AUTO PARTS						
88 PO-130058	10/26/2012	3558-200401	1	01-7230-0-4300-112-0000-3600-007-000	NN P	45.71	45.71
88 PO-130058	10/26/2012	3558-200581	1	01-7230-0-4300-112-0000-3600-007-000	NN P	47.37	47.37
TOTAL PAYMENT AMOUNT						93.08 *	93.08
014069/00	PLATT ELECTRIC SUPPLY						
45 PO-130024	10/26/2012	2578758	1	01-8150-0-4300-106-0000-8110-007-000	NN P	36.37	36.37
45 PO-130024	10/26/2012	2571501	1	01-8150-0-4300-106-0000-8110-007-000	NN P	36.37	36.37
45 PO-130024	10/26/2012	2589795	1	01-8150-0-4300-106-0000-8110-007-000	NN P	26.32	26.32
45 PO-130024	10/26/2012	2563963	1	01-8150-0-4300-106-0000-8110-007-000	NN P	127.38	127.38
45 PO-130024	10/26/2012	2563935	1	01-8150-0-4300-106-0000-8110-007-000	NN P	425.83	425.83
45 PO-130024	10/26/2012	2403409	1	01-8150-0-4300-106-0000-8110-007-000	NN P	200.22	200.22
TOTAL PAYMENT AMOUNT						852.49 *	852.49
010096/00	POSTAGE BY PHONE RESERVE ACCT						
911 PO-130762	10/26/2012	15072143	1	01-0000-0-5901-105-0000-7200-005-000	NN F	10,000.00	10,000.00
TOTAL PAYMENT AMOUNT						10,000.00 *	10,000.00
021194/00	PRUDENTIAL OVERALL SUPPLY INC						
91 PO-130061	10/26/2012	180141653	1	01-7230-0-5600-112-0000-3600-007-000	NN P	48.90	48.90
181 PO-130144	10/26/2012	180141652	1	01-0000-0-5800-111-0000-8200-007-000	NN P	121.32	121.32
TOTAL PAYMENT AMOUNT						170.22 *	170.22
020983/00	SIERRA PACIFIC TURF SUPPLY						
918 PO-130771	10/26/2012	0387210 IN	1	01-0000-0-4300-106-0000-8110-007-000	NN P	311.57	311.57
TOTAL PAYMENT AMOUNT						311.57 *	311.57

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ACCOUNTS PAYABLE PRELIST
BATCH: 0022 102612
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				
018370/00	STANLEY CONVERGENT SECURITY						
921 PO-130774	10/26/2012	7560119985	1 01-8150-0-4300-106-0000-8110-007-000 NN F			720.00	720.00
			TOTAL PAYMENT AMOUNT	720.00 *			720.00
015018/00	VERHOVETCHI, VEACESLAV						
725 PO-130605	10/26/2012	TRIP 49	1 01-7230-0-5800-112-0000-3600-007-000 NN P			9.68	9.68
			TOTAL PAYMENT AMOUNT	9.68 *			9.68
016889/00	WATER RITE PRODUCTS INC.						
363 PO-130301	10/26/2012	519937	1 01-8150-0-4300-106-0000-8110-007-000 NN P			28.26	28.26
			TOTAL PAYMENT AMOUNT	28.26 *			28.26
019842/00	WFCB-OSH COMMERCIAL SERVICES						
41 PO-130021	10/26/2012	0211159262	1 01-8150-0-4300-106-0000-8110-007-000 NN P			73.24	73.24
41 PO-130021	10/26/2012	0211039282	1 01-8150-0-4300-106-0000-8110-007-000 NN P			15.06	15.06
41 PO-130021	10/26/2012	0211026905	1 01-8150-0-4300-106-0000-8110-007-000 NN P			30.14	30.14
			TOTAL PAYMENT AMOUNT	118.44 *			118.44
016486/00	WHITE CAP INC.						
748 PO-130621	10/26/2012	20156153	1 01-8150-0-4300-106-0000-8110-007-000 NN P			157.66	157.66
			TOTAL PAYMENT AMOUNT	157.66 *			157.66
017313/00	XEROX CORPORATION						
267 PO-130225	10/26/2012	300088954	1 01-0000-0-4300-234-1110-1000-008-000 NN F			317.00	317.00
283 PO-130240	10/26/2012	300088990	1 01-0000-0-5800-115-9790-8200-007-000 NN P			538.63	538.63
283 PO-130240	10/26/2012	300088954	1 01-0000-0-5800-115-9790-8200-007-000 NN P			42,640.54	42,640.54
311 PO-130260	10/26/2012	300088954	1 01-3010-0-5612-371-1110-1000-012-000 NN P			50.00	50.00
312 PO-130261	10/26/2012	300088954	1 01-7220-0-5612-472-1110-1000-014-000 NN P			100.00	100.00
313 PO-130262	10/26/2012	300088954	1 01-0000-0-5612-472-9769-1000-014-000 NN P			25.00	25.00
314 PO-130263	10/26/2012	300088954	1 01-0000-0-5612-115-9780-8200-007-000 NN P			25.00	25.00
315 PO-130264	10/26/2012	300088954	1 01-3550-0-5612-472-1110-1000-014-000 NN P			100.00	100.00
316 PO-130265	10/26/2012	300088954	1 01-6500-0-5612-102-5001-2700-003-000 NN P			25.00	25.00
317 PO-130266	10/26/2012	300088954	1 01-0000-0-5612-371-0000-2700-012-000 NN P			25.00	25.00
340 PO-130277	10/26/2012	300088954	1 01-0000-0-9320-000-0000-0000-000-000 NN F			6,896.00	6,547.97
358 PO-130300	10/26/2012	300088954	1 01-0000-0-9320-000-0000-0000-000-000 NN F			720.20	720.20
540 PO-130442	10/26/2012	300088954	1 01-0000-0-4300-472-0000-2700-014-000 NN F			151.28	151.28

81 CENTER UNIFIED SCHOOL DIST.
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ACCOUNTS PAYABLE PRELIST
BATCH: 0022 102612
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				

TOTAL PAYMENT AMOUNT 51,265.62 * 51,265.62

TOTAL FUND PAYMENT 102,982.00 ** 102,982.00
TOTAL USE TAX AMOUNT 6.12

81 CENTER UNIFIED SCHOOL DIST.
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ACCOUNTS PAYABLE PRELIST
BATCH: 0022 102612
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					
017313/00		XEROX CORPORATION						
318 PO-130267	10/26/2012	300088954	1 09-1100-0-5612-501-1110-1000-016-000 NN P			100.00	100.00	
319 PO-130268	10/26/2012	300088954	1 09-1100-0-5612-501-0000-2700-016-000 NN P			20.00	20.00	
319 PO-130268	10/26/2012	300088954	2 09-1100-0-5612-501-1110-1000-016-000 NN P			80.00	80.00	
320 PO-130269	10/26/2012	300088954	1 09-0700-0-5612-503-0000-8110-018-000 NN P			100.00	100.00	
TOTAL PAYMENT AMOUNT			300.00 *				300.00	
TOTAL FUND PAYMENT			300.00 **					300.00

81 CENTER UNIFIED SCHOOL DIST.
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ACCOUNTS PAYABLE PRELIST
BATCH: 0022 102612
FUND : 11 ADULT EDUCATION FUND

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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
017313/00	XEROX CORPORATION														

321 PO-130270 10/26/2012 300088954

1	11-0030-0-5612-601-4130-1000-017-000	NN	P	25.00	25.00
TOTAL PAYMENT AMOUNT					25.00

TOTAL FUND	PAYMENT	25.00	**	25.00
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81 CENTER UNIFIED SCHOOL DIST.
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ACCOUNTS PAYABLE PRELIST
BATCH: 0022 102612
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
020098/00	BIG TRAY							
136 PO-130100	10/26/2012	724259	1	13-5310-0-4400-108-0000-3700-007-000	NN P		33.62	33.62
136 PO-130100	10/26/2012	725031	1	13-5310-0-4400-108-0000-3700-007-000	NN P		17.02	17.02
136 PO-130100	10/26/2012	724723	1	13-5310-0-4400-108-0000-3700-007-000	NN P		2,849.99	2,849.99
136 PO-130100	10/26/2012	724722	1	13-5310-0-4400-108-0000-3700-007-000	NN P		4,741.00	4,741.00
TOTAL PAYMENT AMOUNT				7,641.63	*			7,641.63
016380/00	CREST/GOOD MFG INC							
858 PO-130720	10/26/2012	932709	1	13-5310-0-4300-108-0000-3700-007-000	NN P		48.95	48.95
TOTAL PAYMENT AMOUNT				48.95	*			48.95
021194/00	PRUDENTIAL OVERALL SUPPLY INC							
137 PO-130101	10/26/2012	180141651	1	13-5310-0-5800-108-0000-3700-007-000	NN P		73.52	73.52
TOTAL PAYMENT AMOUNT				73.52	*			73.52
020462/00	STAPLES ADVANTAGE							
612 PO-130520	10/26/2012	114876472	1	13-5310-0-4300-108-0000-3700-007-000	NN P		85.14	85.14
TOTAL PAYMENT AMOUNT				85.14	*			85.14
TOTAL FUND PAYMENT				7,849.24	**			7,849.24
TOTAL BATCH PAYMENT				111,156.24	***	0.00		111,156.24
TOTAL USE TAX AMOUNT				6.12				
TOTAL DISTRICT PAYMENT				111,156.24	****	0.00		111,156.24
TOTAL USE TAX AMOUNT				6.12				
TOTAL FOR ALL DISTRICTS:				111,156.24	****	0.00		111,156.24
TOTAL USE TAX AMOUNT				6.12				

Number of warrants to be printed: 31, not counting voids due to stub overflows.

