

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**

Tuesday, August 14, 2012 - 6:00 p.m.

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 - 6:00 p.m.**
- VI. FLAG SALUTE**
- VII. ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION** Info/Action
- VIII. ADOPTION OF AGENDA** Action
- IX. SPECIAL ACTION AND RECOGNITION** Action
 - 1. Approve Resolution #1/2012-13: Resolution in Appreciation of Trustee Matthew L. Friedman

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.

	X. STUDENT BOARD REPRESENTATIVE REPORTS (3 minutes each)	Info
	1. Center High School - Aleah Woods	
	2. Antelope View Charter School - Nathan Palafax	
	3. Global Youth Charter School - Niko Morris	
	XI. ORGANIZATION REPORTS (3 minutes each)	Info
	1. CSEA - Cyndy Mitchell, President	
	2. CUTA - Heather Woods, President	
	XII. REPORTS/PRESENTATIONS (8 minutes each)	Info
Curriculum	1. Williams Uniform Complaint Quarterly Reporting - David Grimes	
	XIII. COMMENTS FROM THE AUDIENCE REGARDING ITEMS NOT ON THE AGENDA	Public Comments Invited
	<i>Anyone may address the Board regarding any item that is within the Board's subject matter jurisdiction. However, the Board <u>may not</u> discuss or take action on any item which is not on this agenda except as authorized by Government Code Section 5495.2. A speaker shall be limited to 3 minutes (Board Policy 9323). All public comments on items listed on this agenda will be heard at the time the Board is discussing that item.</i>	
	XIV. BOARD / SUPERINTENDENT REPORTS (10 minutes)	Info
	XV. CONSENT AGENDA (5 minutes)	Action
	<i>NOTE: The Board will be asked to approve all of the following items by a single vote, unless any member of the Board asks that an item be removed from the consent agenda and considered and discussed separately.</i>	
Governance	1. Approve Adoption of Minutes from June 20, 2012 Regular Meeting	
Personnel	2. Approve Classified Personnel Transactions	
↓	3. Approve Certificated Personnel Transactions	
Curriculum	4. Approve 2012/2013 Master Contracts:	
	Bright Start Therapies	
	Sierra School	
↓	5. Approve 2012/2013 Individual Service Agreements:	
	2012/13-1 Aldar Academy	
	2012/13-2 Atkinson Youth Service	
	2012/13-3 Baby Steps Therapy	
	2012/13-4 BECA	
	2012/13-5-66 Bright Futures Therapy	
	2012/13-67 Burger Physical Therapy	
	2012/13-68 CCHAT	
	2012/13-69-71 Capitol Academy	
	2012/13-72-76 Easter Seals	
	2012/13-77-78 Guiding Hands	
	2012/13-79-80 JabberGym	
	2012/13-81 MediCab	
	2012/13-82 MedTrans	
	2012/13-83 Odyssey	
	2012/13-84-85,90 Placer Learning Center	
	2012/13-86-89 Point Quest	
	2012/13-91 Bright Start Therapies	
	2012/13-92 Amber Fitzgerald	
	2012/13-93 Sierra School	
↓	6. Approve Professional Services Agreement: Baby Steps Therapy	
↓	7. Approve Professional Services Agreement: Amber Fitzgerald	
↓	8. Approve Professional Services Agreement: Camfel Productions	

CONSENT AGENDA (continued)

- ↓ 9. Approve 2012/13 Training/Service: High-Quality First Instruction (five-part series) - MOU, Agreement #13-1131
- ↓ 10. Approve 2012/13 Training/Service: High-Quality First Instruction (site-based implementation support) - MOU, Agreement #0431
- Facilities & Op. 11. Approve Disposal of Surplus Vehicle
1999 Big Tex Trailer (white trailer) - License #1020106
- ↓ 12. Approve Two Year Ground Lease for Sunrise Park and Recreation District for Day Care at Oak Hill Elementary School
- ↓ 13. Ratify Sierra Vista Elementary School Site - Master Planning Agreement For Architectural Services
- Business 14. Approve Award of Contract for Mandated Cost Claims to School Innovations & Advocacy (SI&A) for Fiscal Year 2012/13
- ↓ 15. Approve Payroll Orders: July 2011 - June 2012
- ↓ 16. Approve Payroll Orders: July 2012
- ↓ 17. Approve Supplemental Agenda (Vendor Warrants)

XVI. BUSINESS ITEMS

- Governance A. **CSBA Nomination for Directors-at-Large** Action
Nominations for CSBA Director-at-Large, Asian/Pacific Islander and Hispanic are currently being accepted until Friday, September 28, 2012. Any CSBA member board may nominate board members from CSBA member districts or county offices of education

XVII. ADVANCE PLANNING

Info

- a. *Future Meeting Dates:*
 - i. *Regular Meeting: Wednesday, September 19, 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:*

XVIII. CONTINUATION OF CLOSED SESSION (Item IV)

Action

XIX. ADJOURNMENT

Action

**CENTER JOINT UNIFIED SCHOOL DISTRICT
Resolution # 1/2012-13**

**Resolution in Appreciation of
Trustee Matthew L. Friedman**

WHEREAS, Trustee Friedman as a Trustee of the Center Joint Unified School District has provided over seven years of quality service to the students, parents, faculty and staff of the CJUSD; and

WHEREAS, Trustee Friedman served two successful terms as President of the Center Board of Trustees; and

WHEREAS, Trustee Friedman has been committed to the development of current and future facilities planning for the Center Joint Unified School District; and

WHEREAS, Trustee Friedman has opened Wilson C. Riles Middle School and the renovation of the Center High School Stadium Project during his tenure on the board; and

WHEREAS, Trustee Friedman has been committed to, and advocated for, the establishment of Career Technical Education programs within CJUSD; and

WHEREAS, Trustee Friedman has been thoroughly committed to the long term financial well being of the CJUSD as evidenced by working to optimize the use of voter approved bond funding, carefully weighing many factors when making difficult budgetary decisions and supporting efforts to wisely use the human and financial resources of the CJUSD; and

WHEREAS, Trustee Friedman been instrumental in developing and creating the Center Endowment of Education Excellence; and

WHEREAS, Trustee Friedman strongly supported and participated in programs that promote student health and wellness; and

WHEREAS, Trustee Friedman has devoted significant amounts of time and effort toward the continuing development and achievement of the CJUSD; and

WHEREAS, Trustee Friedman represented CJUSD in meetings with members of Placer County and Sacramento County Supervisors, Roseville City Council Members, County School Board members, state organizations and to protect the District's interests and to acquire new resources; and

WHEREAS, Trustee Friedman is resigning from the CJUSD board; Therefore, be it

RESOLVED BY THE CENTER JOINT UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES, that Matthew Friedman be thanked and recognized for his devotion and dedication to the Center Joint Unified School District; and be it further

RESOLVED, that Matthew Friedman be granted a lifetime pass to all Center Joint Unified School District activities and home athletic events; and be it further

RESOLVED, that Matthew Friedman be named as Trustee Emeritus of the Center Joint Unified School District.

Approved by the Center Joint Unified School District Board of Trustees
on this 14th day of August, 2012

Nancy Anderson

Jeremy Hunt

Kelly Kelley

Donald Wilson

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Student Services

Date: 8/14/12

To: Board of Trustees

Action Item

Information Item X

Attached Pages 1

From: David Grimes, Director of Personnel/Student Services

Initials: 

SUBJECT: Williams Uniform Complaint Quarterly Reporting

As a result of the Williams legislation, all school districts in California are required to report quarterly summaries of all received Williams legislation complaints to the district's governing board. Once the item is reported to the Board, a summary is then forwarded to the district's county office of education.

Below is a summary of our Williams UCP complaints and will serve as our documentation to meet the reporting requirements of the Williams lawsuit. The attached data will be submitted to SCOE through an online process.

RECOMMENDATION: Informational Item

Agenda Item Number_____

CENTER JOINT UNIFIED SCHOOL DISTRICT
SUMMARY OF WILLIAMS UCP COMPLAINTS-
April-June 2012

Areas of Complaints	# of Complaints	# Resolved	# Unresolved
Sufficiency Of Textbooks	0	0	0
Facilities Issues	0	0	0
Vacancy or Misassignment of Teachers	0	0	0
CAHSEE	0	0	0

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: August 14, 2012	#Attached Pages <u> </u>
From: Scott A. Loehr, Superintendent	
Principal's Initials: <u> </u>	

SUBJECT: Adoption of Minutes

The minutes from the following meeting are being presented:

June 20, 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, June 20, 2012

M I N U T E S

OPEN SESSION - CALL TO ORDER - President Anderson called the meeting to order at 6:00 p.m.

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

Administrators Present: Scott Loehr, Superintendent
Jeanne Bess, Director of Fiscal Services

Administrators Absent: George Tigner, Chief Administrative Officer
Craig Deason, Assist. Supt., Operations & Facilities

FLAG SALUTE - led by Nancy Anderson

ADOPTION OF AGENDA - approved adoption of agenda as amended: move Consent Agenda Items and Business Items to after adoption of agenda.

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

CONSENT AGENDA

1. Approved Adoption of Minutes from May 16, 2012 Regular Meeting
2. Approved 2012-2013 Board Meeting Schedule
3. Approved Resolution #20/2011-12: Delegation of Contracting Powers to the Superintendent
4. Approved 2012-2013 Legal Services Fees - Atkinson, Andelson, Loya, Ruud & Romo
5. Approved 2012-2013 Agreement for Legal Services - Lozano Smith
6. Approved Classified Personnel Transactions
7. Approved Certificated Personnel Transactions
8. Approved Resolution #19/2011-12: Layoff For Lack of Work or Lack of Funds
9. Approved Resolution #18/2011-12: Authorization to Teach English Electives for 2012-13 School Year
10. Approved 2011/2012 Individual Service Agreements:
 - 2011/12-142 Atkinson Youth Services
 - 2011/12-143-145 Jabber Gym
11. Approved 2012/2013 Master Contracts:
 - Aldar Academy
 - Atkinson Youth Services
 - BECA
 - Bright Futures Therapy
 - Burger Physical Therapy aka Burger Pediatric Therapy
 - CCHAT Center Sacramento

CONSENT AGENDA (continued)

Capitol Academy
Easter Seal Society of CA, Inc.
Guiding Hands School, Inc.
JabberGym
Med Trans Medical/Legal Ambulatory Transportation & Interpreting Services
MediCab
Odyssey Learning Center
Placer Learning Center Elementary
Point Quest Education

12. Approved 2012/2013 Individual Service Agreements:

2012/13-1 Aldar Academy
2012/13-2 Atkinson Youth Service
2012/13-3 Baby Steps Therapy
2012/13-4 BECA
2012/13-5-66 Bright Futures Therapy
2012/13-67 Burger Physical Therapy
2012/13-68 CCHAT
2012/13-69-71 Capitol Academy
2012/13-72-76 Easter Seals
2012/13-77-78 Guiding Hands
2012/13-79-80 JabberGym
2012/13-81 MediCab
2012/13-82 MedTrans
2012/13-83 Odyssey
2012/13-84-85 Placer Learning Center
2012/13-86-89 Point Quest

- 13. Approved Center JUSD Employees Certified for Expulsion Hearings
- 14. Approved Professional Services Agreement: Leslie A. Cooley, PH.D.
- 15. Approved OdysseyWare Online
- 16. Approved 2011/2012 Consolidated Application (Part II)
- 17. Approved 2012/13 Training/Service: High-Quality First Instruction (five-part series) - Riles
- 18. Approved 2012/13 Training/Service: High-Quality First Instruction (five-part series) - Spinelli
- 19. Approved 2012/13 Training/Service: High-Quality First Instruction (five-part series) - Center High School
- 20. Approved Student Trip: Future Business Leaders of America State Summit, Sunnyvale, CA - CHS
- 21. Approved Student Trip: 2012 University of Nevada Team Football Camp, Reno, NV - CHS
- 22. Approved Application for Carl Perkins Funds for 2012-13
- 23. Approved Contract with Practi-Cal
- 24. Ratified Memorandum of Understanding Between the College Board and Center High School/Center Joint Unified School District
- 25. Approved Renewal Agreement for Police Services Between Twin Rivers Unified School District and Center Joint Unified School District
- 26. Approved XPS Addendum to Contract with Xerox to Add Non-Xerox Branded Printers for Repair Services and Supplies
- 27. Approved Deferred Maintenance Five Year Plan
- 28. Approved Disposal of Surplus Vehicle
1986 GMC Bus (#10) - License #063496
- 29. Approved CDI/CDC Annual Report for 2012

CONSENT AGENDA (continued)

30. Approved Agreement for Participation in the Center Joint Unified School District School-Age Child Care - Dudley & North Country
31. Approved Renewal of Contract for Caldwell Flores Winters, Inc
32. Ratified Professional Services Agreement: Monte Lund
33. Approved Amendment No. 6 to Five Year Agreement with Child Development Centers - Dudley & North Country
34. Approved Agreement to Rescind Landowner's Development Agreement (Westbrook Development) (Sierra Vista - Property No. 10) Dated 4/18/12
35. Approved Landowner's Development Agreement (Westbrook Development) Sierra Vista - Property No. 10) Dated 6/20/12
36. Approved Professional Service Agreement: Loy Mattison Enterprises
37. Approved Third Interim Report For Fiscal Year 2011/12, As of April 30, 2012
38. Approved Payroll Orders: July 2011 - May 2012
39. Approved Supplemental Agenda (Vendor Warrants)
40. Approved Resolution #22/2011-12: Agreement Between Child Development Centers and Center Joint Unified School District, CCTR-2201

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

BUSINESS ITEMS

PUBLIC HEARING: The Board of Trustees had set this time aside to hear public comments on the Center Joint Unified School District Budget for the 2012-2013 fiscal year. Jeanne Bess, Director of Fiscal Services, gave an overview of the budget being presented. President Anderson opened up the Public Hearing at 6:02 p.m. for comments regarding the 2012-2013 CJUSD Budget. The Public Hearing was closed at 6:03 p.m.

A. APPROVED - Resolution #21/2011-12: Statement of Board Intent to Establish Committed Fund Balances in Compliance with Governmental Accounting Standards Board (GASB) Statement 54

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

Scott Loehr congratulated Patty Spore on being appointed the Principal at Oak Hill. Trustee Friedman commended Craig Deason for his efforts on the developer agreements that he has worked on consistently over time; putting the district in the best possible situation to have our needs met. He also commended Jeanne Bess for all her hard work on the budget.

B. APPROVED - 2012/13 Budget

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

Trustee Wilson left the meeting at 6:07 p.m.

ORGANIZATION REPORTS

1. **CSEA** – Cyndy Mitchell, President, was not available to report.
2. **CUTA** - Heather Woods, President, was present but had not report to give.

REPORTS/PRESENTATIONS

1. **Update on Mental Health Services Act** - Alyson Collier, Coordinator of Healthy Start, shared a PowerPoint presentation on services provided through the Sacramento County Student Mental Health and Wellness Collaborative. A portion of a DVD was also shown. Trustee Anderson asked if the Healthy Play program was presented at all sites. Alyson noted that it was only done at 2 sites (Spinelli & Dudley). They are looking for funding and ways to bring the program to the other sites. Trustee Anderson also asked if there is an agency that connects with the school when a child has a crisis. Alyson noted that they have created partnerships with various groups. Trustee Kelley asked if there was data on the suspension rate before and during the implementation of the program.

COMMENTS FROM THE AUDIENCE REGARDING ITEMS NOT ON THE AGENDA – none

BOARD/SUPERINTENDENT REPORTS

Mrs. Kelley

- noted that the graduations were great and they went fast.

Mr. Wilson – was not available to report.

Mr. Hunt

- congratulated Patty Spore.

Mrs. Anderson

- congratulated Patty Spore.
- inquired on the Sunrise/Sunset Program; do they spend the night? Heather Woods noted that they are 2 different things: the Sunrise event is held at the beginning of the Senior year and the Sunset event is held at the end of the Senior year.
- congratulated the high school band and choir on their award winning performances in LA.
- welcomed Patty Spore and David Grimes in their new positions; inquired on the new VP for CHS.

Mr. Friedman

- echoed what everyone said about the graduations.
- had kind thoughts about those who are leaving; he also visited a little bit with George Tigner today.
- noted that there is a wonderful issue of the Blue & Gold this month.
- congratulated the new VP at CHS; congratulated Patty Spore.
- thanked Alyson Collier for her work that she does for the district.
- announced that he will be living outside of the district and will be stepping down from his position on the Board. His last meeting will be the meeting in August.

Trustee Kelley stepped out at 7:07 p.m.

BOARD/SUPERINTENDENT REPORTS (continued)

Mr. Loehr

- noted that the graduations went well.
- thanked Jeanne Bess for her work on the budget.
- noted that he is looking towards wrapping up this year and looking forward to starting next year.

ADVANCE PLANNING

- a. *Future Meeting Dates:*
 - i. *Regular Meeting: Wednesday, August 15, 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:*

ADJOURNMENT – 7:11 p.m.

Motion: Friedman
Second: Hunt

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

Respectfully submitted,


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

Donald E. Wilson, Clerk
Board of Trustees

Adoption Date

AGENDA ITEM # XV-2

Center Joint Unified School District

		AGENDA REQUEST FOR:
Dept./Site:	Personnel Department	
Date:	August 14, 2012	Action Item <u> X </u>
To:	Board of Trustees	Information Item <u> </u>
From:	David Grimes,  Director of Personnel/Student Services	# Attached Pages <u> 1 </u>
 SUBJECT: CLASSIFIED PERSONNEL TRANSACTIONS RESIGNATION: Bonnie McCarthy, Office Assistant RESCIND RESIGNATION: Alan Himenes, Maintenance Worker LEAVE OF ABSENCE: Brianca Ryan, Instructional Specialist Heidi Cottingham, Instructional Specialist PH RECOMMENDATION: Approve Classified Personnel Transactions as Submitted		

CONSENT AGENDA

XV-2

AGENDA ITEM # _____

Bonnie McCarthy has resigned from her Office Assistant Position at Spinelli Elementary School effective July 31, 2012.


Alan Himenes is requesting his resignation, effective October 1, 2012, be rescinded.

Brianca Ryan is requesting a leave of absence from her Instructional Specialist position at Center High School for the 2012/13 school year in order to further her education.

Heidi Cottingham is requesting a leave of absence from her Instructional Specialist PH position at Spinelli Elementary School through September 30, 2012 to take care of issues related to the care of her newly adopted infant.

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Personnel Department Date: August 14, 2012 To: Board of Trustees From: David Grimes, Director of Personnel and Student Services 	Action Item <u>X</u> Information Item # Attached Pages <u>1</u>
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Subject: Certificated Personnel Transactions

Rehires

Edward Gaither, Curriculum and Instruction
 Anne Merdinger, North Country Elementary School
 Penny Rittenhouse, North Country Elementary School
 Todd Silverman, Dudley Elementary School
 Abraham Smith, Wilson Riles Middle School

Request for Teacher Authorization to Teach Outside of Subject Area

Digol J'Beily, Center High School

Rescissions of Lay Off

Christine Berger, McClellan Pre-School
 Lisa Miller, Center High School
 Jennifer Shaffer, Center High School

Resignation

Mary Franklin, Pre-School at McClellan High School

Recommendation: Approve Certificated Personnel Transactions as Submitted

CONSENT AGENDA

Rehires

Edward Gaither has been hired as a part time Temporary Speech Therapist, Curriculum and Instruction, effective August 6, 2012.

Anne Merdinger has been hired from layoff status as a full time Elementary Teacher, North Country Elementary School, effective August 6, 2012.

Penny Rittenhouse has been hired from layoff status as a full time Elementary Teacher, North Country Elementary School, effective August 6, 2012.

Todd Silverman has been hired as a part time Temporary Counselor, Dudley Elementary School, effective August 6, 2012.

Abraham Smith has been hired from layoff status as a full time English/English Learner Teacher, Wilson Riles Middle School, effective August 6, 2012.

Request for Teacher Authorization to Teach Outside of Subject Area

Digol J'Beily will teach one section of Physical Education per day for training for football conditioning in accordance with Education Code 44258.3.

Rescissions

Christine Berger's layoff has been rescinded and she will be returning to 1.0 FTE at McClellan Pre-School as a Special Education Teacher for the 2012/13 school year, effective August 6, 2012.

Lisa Miller's layoff has been rescinded and she will be returning to 1.0 FTE at Center High School as an English Teacher for the 2012/13 school year, effective August 6, 2012.

Jennifer Shaffer's layoff has been rescinded and she will be returning to .6 FTE at Center High School as a Special Education Teacher for the 2012/13 school year, effective August 6, 2012.

Resignation

Mary Franklin has resigned her position as Pre-School Special Education Teacher, McClellan High School, effective end of day on May 24, 2012.

**Request for Teacher Authorization to teach a Single Subject
In Accordance with Education Code 44258.3**

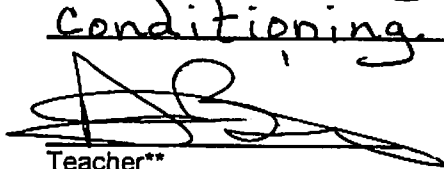
(California Education Code 44258.3 states, "the governing board of a school district may assign the holder of a credential, other than an emergency permit, to teach any subjects in departmentalized in kindergarten or any of grades 1 to 12, inclusive, provided that the governing board verifies prior to making the assignment, that the teachers has adequate knowledge of each subject to be taught and the teacher consents to that assignment." Ed Code 44258.3 requires that "subject matter specialists" be involved in determining the teacher's adequacy of subject matter knowledge.)

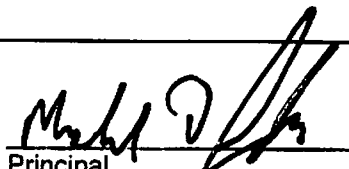
Teacher Digol J Beily
School CHS
School Year 2012/2013

Credential Authorization(s) Clear Single Subject - Social Science - History

Requested Subject Authorization Physical Education

Justification (why is the teacher qualified to teach this subject?) Football Coach for several years. Course is for Football conditioning.


Teacher**


Principal


Personnel Director

**Authorization may only be made with the teacher's approval

To Be Completed by the Committee on Assignments

Request is ☒ Approved ☐ Denied

Comments _____


Assistant Superintendent, C&I


CUTA President


Subject Matter Expert

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Special Education

Date: August 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.

Bright Start Therapies
Sierra School

RECOMMENDATION: CJUSD Board of Trustees to approve 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

X Nonpublic School
 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: *BRIGHT START THERAPIES*

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 1ST day of **JULY, 2012**, between the **CENTER JOINT UNIFIED SCHOOL DISTRICT** (hereinafter referred to as "LEA" or "District") and **BRIGHT START THERAPIES** (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. Any 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(c). 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 1st day of July 2012 and terminates at 5:00 P.M. on June 30, 2013, unless sooner terminated as provide herein.

CONTRACTOR,
BRIGHT START THERAPIES

Nonpublic School/Agency

By:

Signature

Date

Name and Title of Authorized
Representative

By:

Signature

Date

Name and Title of Authorized
Representative

LEA,
CENTER JT UNIFIED SCHOOL DISTRICT

Notices to CONTRACTOR shall be addressed to:			Notices to LEA shall be addressed to: PAULA ROBINSON, EXECUTIVE ASSISTANT		
Name BRIGHT START THERAPIES			Name and Title CENTER JT UNIFIED SCHOOL DISTRICT		
Nonpublic School/Agency/Related Service Provider 2222 WATT AVENUE, SUITE B-5			LEA 8408 WATT AVENUE		
Address SACRAMENTO CA 95825			Address ANTELOPE, CA 95843		
City	State	Zip	City	State	Zip
916-483-8282	916-483-6699		916-338-6320	916-339-4607	
Phone		Fax	Phone		Fax
			probinson@centerusd.org		
Email bstartaids@yahoo.com			Email		

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

Name and Title

Address

City

State

Zip

Phone

Fax

Email

EXHIBIT A: RATES

CONTRACTOR BRIGHT START THERAPIES 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	\$98/HR	6/30/13
	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	\$98/HR	6/30/13
	b. Occupational Therapy – Group of 2	_____	_____
	c. Occupational Therapy – Group of 3	_____	_____
	d. Occupational Therapy – Group of 4 - 7	_____	_____
	e. Occupational Therapy - Consultation Rate	_____	_____
(9)	Physical Therapy	_____	_____
(10)	a. Behavior Intervention – BII	_____	_____
	b. Behavior Intervention – BID	_____	_____
	Provided by: _____	_____	_____
(11)	Nursing Services	_____	_____
(12)	Residential Board and Care	_____	_____
(13)	Residential Mental Health Services	_____	_____

*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

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 1st day of July 2012 and terminates at 5:00 P.M. on June 30, 2013, unless sooner terminated as provide herein.

CONTRACTOR,
BRIGHT START THERAPIES

Nonpublic School/Agency

By:

Signature

Date

Name and Title of Authorized Representative

Representative

By:

Signature

Date

SCOTT LOEHK, SUPERINTENDENT

Name and Title of Authorized Representative

Representative

LEA,
CENTER JT UNIFIED SCHOOL DISTRICT

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Special Education

Date: August 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 (revised)

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

2012/13-1	Aldar Academy	\$ 28,130.00
2012/13-2	Atkinson Youth Services	\$ 25,840.00
2012/13-3	Baby Steps Therapy	\$ 1,080.00
2012/13-4	BECA	\$ 11,600.00
2012/13-5-66	Bright Futures Therapy	\$ 64,690.00
2012/13-67	Burger Physical Therapy	\$ 3,000.00
2012/13-68	CCHAT	\$ 24,214.00
2012/13-69-71	Capitol Academy	\$102,520.00
2012/13-72-76	Easter Seals	\$ 17,861.00
2012/13-77-78	Guiding Hands	\$ 60,045.00
2012/13-79-80	JabberGym	\$ 6,460.00
2012/13-81	MediCab	\$ 11,300.00
2012/13-82	MedTrans	\$ 6,400.00
2012/13-83	Odyssey	\$ 41,772.00
2012/13-84-85, 90	Placer Learning Center	\$102,360.00
2012/13-86-89	Point Quest	\$117,089.00
2012/13-91	Bright Start Therapies	\$ 196.00
2012/13-92	Amber Fitzgerald	\$ 3,120.00
2012/13-93	Sierra School	\$ 14,626.34

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

CONSENT AGENDA

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Special Education

Date: August 14, 2012

To: Board of Trustees

From: Scott Loehr
Superintendent
Initials: S.L.

Action Item X

Information Item

Attached Pages

SUBJECT: PROFESSIONAL SERVICE AGREEMENT

CONSULTANT'S NAME: Baby Steps Therapy

COMPANY NAME: (if applicable)

SERVICE(S) TO BE RENDERED: Ratify speech and language/OT services to students in Center Joint Unified School District.

DATE(S) OF SERVICE: July 1, 2012 through June 30, 2013.

PAYMENT PER DAY: \$98.00 per session - AS NEEDED

TOTAL AMOUNT OF CONTRACT: \$ as needed.

FUNDING SOURCE: 01-6500--0-5800-102-5750-1180-003-000

RECOMMENDATION: CJUSD Board of Trustees ratifies Professional Service Agreement with: Baby Steps Therapy

CONSENT AGENDA



Center Unified School District
8408 Watt Avenue
Antelope, California 95843

PROFESSIONAL SERVICES AGREEMENT

This agreement for professional services is entered into this July 1, 2012 by and between the Center Unified School District and the person(s) or firm described below, hereinafter described as CONTRACTOR. Persons performing services under this contract hold themselves out to be independent contractors, not employees of the DISTRICT, and hold(s) the DISTRICT harmless from claims under workers' compensation laws. CONTRACTOR further declares that he/she/it is/are in the business of providing the described service for any and all persons/organizations desiring such services, that such services are not provided exclusively for Center Unified School District. CONTRACTOR also holds the DISTRICT harmless from claims arising from loss, damage, or injury while performing the stipulated services.

*Contractor Name: Baby Steps Therapy

Address: 6960 Destiny Drive Suite 112

Phone: 916-415-0119

Taxpayer ID#:

27-0868920

*Full description of services to be provided:

Speech therapy

Occupational therapy

*Payment \$98⁰⁰ ^{per} hour

frequently than monthly, detailing services provided and charges. Payment will be made within forty-five days after receipt of invoice or service, whichever is later.

*Beginning Date of Service: July 1, 2012 *Frequency of Service Dates: as needed

*Ending Date of Service: June 30, 2013

Method of Payment and Tax Reporting: (check one)

☐ Variable Payroll- W-2 Generated (requires completion of W-4 & I-9 in Personnel Dept.

☐ Accounts Payable-1099 Generated (Requires completion of W-9 on pg. 2 of this form)

Total amount of this contract \$ _____ Budget # _____

Reason service cannot be provided by a District employee:

Signature of CONTRACTOR [Signature] Date: 6/18/12

Signature of District employee requesting service: _____ Date: _____

Signature of Accounting Supervisor: [Signature] Date: 6/2/12

Date Board of Trustees Approved _____ Date: _____

Signature of Authorized Contracting Official: _____ Date: _____

CONTRACT NOT VALID WITHOUT AUTHORIZED DISTRICT SIGNATURE

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) <i>Baby Steps Therapy</i>	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.) <i>6960 Destiny Dr Ste 112</i>	Requester's name and address (optional)
City, state, and ZIP code <i>Rocklin, CA 95677</i>	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			+		+			
or								
Employer identification number								
<i>27-01816181210</i>								

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶ 	Date ▶ <i>01/21/2011</i>
------------------	----------------------------------------------------------------------------------------------------------------	--------------------------

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: **Instructional Services**

Date: **August 14, 2012**

To: **Board of Trustees**

From: **Scott A. Loehr
Superintendent
Initials: _____**

Action Item X

Information Item

Attached Pages

SUBJECT: PROFESSIONAL SERVICE AGREEMENT

CONSULTANT'S NAME: **Amber Fitzgerald**

COMPANY NAME (if applicable)

SERVICE(S) TO BE RENDERED: **Provide Autism and program assessment, consultation and participate in IEPs of Center Joint Unified School District, during the 2012/2013 fiscal year.**

DATE(S) OF SERVICE: **7/1/12 through 6/30/13**

PAYMENT PER HOUR: **\$120.00**

TOTAL AMOUNT OF CONTRACT: **\$ 2400.00**

FUNDING SOURCE: **01-6500-0-5800-102-5750-1180-003-000**

RECOMMENDATION: **CJUSD Board of Trustees approve Professional Service Agreement with: Amber Fitzgerald**

CONSENT AGENDA



Center Unified School District
8408 Watt Avenue
Antelope, California 95843

PROFESSIONAL SERVICES AGREEMENT

This agreement for professional services is entered into this 25 day of July, 2012 by and between the Center Unified School District and the person(s) or firm described below, hereinafter described as CONTRACTOR. Persons performing services under this contract hold themselves out to be independent contractors, not employees of the DISTRICT, and hold(s) the DISTRICT harmless from claims under workers' compensation laws. CONTRACTOR further declares that he/she/it is/are in the business of providing the described service for any and all persons/organizations desiring such services, that such services are not provided exclusively for Center Unified School District. CONTRACTOR also holds the DISTRICT harmless from claims arising from loss, damage, or injury while performing the stipulated services.

*Contractor Name: Amber Fitzgerald

Address: 7220 Rio Tamera Dr.

Phone: (1209) 712-4548 Taxpayer ID#: [REDACTED]

*Full description of services to be provided:

Behavior / Instruction / Environmental assessment and consultation for students with Autism.

*Payment \$ 120 per hour. CONTRACTOR will submit a signed invoice not more frequently than monthly, detailing services provided and charges. Payment will be made within forty-five days after receipt of invoice or service, whichever is later.

*Beginning Date of Service: 6/1/2012 Frequency of Service Dates: _____

*Ending Date of Service: 6/30/2012

Method of Payment and Tax Reporting: (check one)

☐ Variable Payroll- W-2 Generated (requires completion of W-4 & I-9 in Personnel Dept.)

☒ Accounts Payable-1099 Generated (Requires completion of W-9 on pg. 2 of this form)

Total amount of this contract \$ _____ Budget # Spec Ed.

Reason service cannot be provided by a District employee:

Signature of CONTRACTOR * [Signature]

Date: * 7/25/12

Signature of District employee requesting service: [Signature]

Date: 8/2/12

Signature of Accounting Supervisor: _____

Date: _____

Date Board of Trustees Approved _____

Date: _____

Signature of Authorized Contracting Official: _____

Date: _____

CONTRACT NOT VALID WITHOUT AUTHORIZED DISTRICT SIGNATURE

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) Amber Fitzgerald	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification (required): <input checked="" type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <input type="checkbox"/> Other (see instructions) ▶	
<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) 1220 Rio Tamega Dr.	Requester's name and address (optional)
City, state, and ZIP code Elk Grove, CA 95757	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
[REDACTED]								
Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ 	Date ▶ 7/25/12
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Center Unified School District

AGENDA REQUEST FOR:

Dept./Site: Wilson C. Riles Middle School

Date: July 23, 2012

Action Item X

To: Board of Trustees

Information Item X

From: Joyce Frisch, Principal

Attached Pages 5

Principal's Initials: 

SUBJECT: Professional Service Agreement

COMPANY NAME: Camfel Productions

SERVICES TO BE RENDERED: One Assembly for students at
Wilson C. Riles Middle School

DATE OF SERVICE: September 6, 2012

PAYMENT PER DAY: \$795.00

TOTAL AMOUNT OF CONTRACT: \$795.00

FUNDING SOURCE Title 1 Funds

RECOMMENDATION: CJUSD Board of Trustees approve Professional Services Agreement as presented.

CONSENT AGENDA



Center Unified School District
8408 Watt Avenue
Antelope, California 95843

PROFESSIONAL SERVICES AGREEMENT

This agreement for professional services is entered into this _____ day of _____, by and between the Center Unified School District and the person(s) or firm described below, hereinafter described as CONTRACTOR. Persons performing services under this contract hold themselves out to be independent contractors, not employees of the DISTRICT, and hold(s) the DISTRICT harmless from claims under workers' compensation laws. CONTRACTOR further declares that he/she/it is/are in the business of providing the described service for any and all persons/organizations desiring such services, that such services are not provided exclusively for Center Unified School District. CONTRACTOR also holds the DISTRICT harmless from claims arising from loss, damage, or injury while performing the stipulated services.

Contractor Name: <u>Camel Productions</u>	
Address: <u>15709 Arrow Hwy Suite #2</u>	
Phone: <u>(626) 960-6922</u>	Taxpayer ID # <u>95-2760042</u>
Full description of services to be provided: <u>Presentation of The Pledge with Wilson C. Riles ms on September 6, 2012</u>	
Payment \$ <u>795</u> per <u>day</u> . CONTRACTOR will submit a signed invoice not more frequently than monthly, detailing services provided and charges. Payment will be made within forty-five days after receipt of invoice or service, whichever is later.	
Beginning Date of Service: <u>9/6/12</u>	Frequency of Service: <u>2 shows - 9:00am & 10:00am</u>
Ending Date of Service: <u>9/6/12</u>	
Method of Payment and Tax Reporting: (check one)	
<input type="checkbox"/> Variable Payroll - W-2 Generated (Requires completion of W-4 & I-9 in Personnel Dept.)	
<input checked="" type="checkbox"/> Accounts Payable - 1099 Generated (Requires completion of W-9 on back of this form)	
Total amount of this contract \$ <u>795</u> Budget # _____	
Reason service cannot be provided by a District employee:	
Signature of CONTRACTOR: <u>[Signature]</u>	
Signature of District employee requesting service: _____	
Signature of Business Manager: _____	
Date Board of Trustees Approved: _____	
Signature of Authorized Contracting Official: _____	
Date: <u>5-29-12</u>	Date: _____
Date: _____	Date: _____
Date: _____	Date: _____
Date: _____	Date: _____
*** CONTRACT NOT VALID WITHOUT AUTHORIZED DISTRICT SIGNATURE ***	

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Camfel Productions

Business name, if different from above

Character Ed Tools

Check appropriate box: ☐ Individual/
Sole proprietor

☒ Corporation

☐ Partnership

☐ Other ▶

☒ Exempt from backup
withholding

Address (number, street, and apt. or suite no.)

15709 Arrow Highway Suite# 2

City, state, and ZIP code

Irwindale, CA. 91706

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

|| + || + || + ||

or

Employer identification number

9 | 5 | 2 | 7 | 6 | 0 | 0 | 4 | 2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign
Here

Signature of
U.S. person ▶

Date ▶

5-29-12

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

• An individual who is a citizen or resident of the United States,

• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

• Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



Camfel Productions, Inc.
A Non-Profit Organization
15709 Arrow Hwy. Suite 2, Irwindale, CA 91706-2092
Toll-Free 1-800-5-CAMFEL • FAX 1-626-960-2185
Tax ID #95-2760042
MEDIA PRESENTATION CONTRACT

Contract No.	10380
Team No.	10

1. **Term of Agreement:** This written agreement is for the purpose of confirming and documenting the verbal agreement entered into on behalf of Wilson G. Riles MS ("You" and "Your") for the exhibition of THE LANDSCAPE (the "film") and will continue until the last exhibition covered by this agreement takes place and all payments and services here contemplated are paid and rendered.
2. **CAMFEL Obligations:** CAMFEL will provide the film, exhibition equipment and the personnel (except for that which you are to provide under paragraph 3 hereof) for the exhibitions, the adequacy of which will be determined by CAMFEL in its sole discretion. The exhibition schedule subject to this agreement is set out below:

DATE OF SHOW(S)

June 6, 2010

CONTACT PERSON INFORMATION/EXHIBITION LOCATION

Ms. Barbara Blackwell
Wilson G. Riles MS
4747 PFE Rd.
Roseville, CA 95747
(916) 787-0100

TIME 9:00 AM, 10:00 AM

3. **Your Obligations:** You will support and assist CAMFEL in performing its duties under this agreement, including without limitation, the following:

- ☒ A. You will immediately notify CAMFEL of any changes and/or pertinent information that will affect the terms of this agreement.
- ☒ B. You will arrange and prepay all costs of providing security for CAMFEL's equipment while assembled for each film exhibition in the event that equipment must be set-up more than 90 minutes prior to the time it is to start.
- ☒ C. You will provide:
1. access to the exhibition location at least 90 minutes prior to the time it is to start, in order to set up equipment;
 2. access to the exhibition location for at least 60 minutes after it is over, for equipment disassembly;
 3. adequate space for screen and projection equipment;
 4. for windows and skylights to be covered at the exhibition location 90 minutes prior to the time it is to start; and
 5. eight persons to assist in unloading equipment, assembly and disassembly
- ☒ D. You will provide CAMFEL a Preliminary Showing Schedule no later than . Your failure to provide the schedule may lead to difficulties in scheduling the use of equipment and personnel on short notice, the damages of which would be impracticable or difficult to fix.
- ☐ E. You will provide a minimum of three hours plus adequate travel time between the last exhibition at one location and the start of the next exhibition at the next location. In the event of a conflict between this provision and the schedule set out at paragraph 2 hereof, this provision will prevail.
- ☐ F. You will provide at least one 24-hour period in each 7-day period in which CAMFEL personnel are not required to travel, move equipment or otherwise provide services hereunder; this is intended to comply with federal and state wage and hours laws.
- ☐ G. The exhibition schedule is not to exceed 2 exhibition locations per day, and will provide for a maximum of 2 exhibitions per location. In the event of a conflict between this provision and the schedule set out at paragraph 2 hereof, the provision in paragraph 2 will prevail.
- ☐ H. The exhibition is not to exceed a maximum of exhibition site-locations during this contract period.
- ☐ I. You will provide CAMFEL the following:

4. **Compensation:** As for CAMFEL's entire compensation for the services provided under this agreement, and for your provisions under this agreement, you will pay \$1000.00 upon the last exhibition scheduled under this agreement. (Please include contract number, team number and show date on all checks and correspondence)

You will pay all such compensation free from any deduction, offset or right to compensation of cross-demands that may exist under the laws of the state of California. If payment is not made when due, you will pay late charges in the sum of 2% for each month or any part thereof in which the installment remains unpaid. The late payment charge represents consideration for the additional expense and inconvenience incurred by CAMFEL in the administration of the delinquent account.

This is a written confirmation of a verbal agreement between you and CAMFEL. If the terms of this agreement are acceptable, please have an authorized representative (at least 18 years of age) sign and return one copy of this agreement to us by May 10, 2010.

If the terms of this agreement are not acceptable, please call our office immediately.
Please include contract number, show date and team number on all checks and correspondence.

Authorized Exhibitor Representative

Michael Siegler
CAMFEL PRODUCTIONS Director of Marketing

Date

Date

W-9

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return)
Carnal Productions

Business name, if different from above
Character Ed Tools

Check appropriate box: ☐ Individual/
Sole proprietor ☒ Corporation ☐ Partnership ☐ Other ▶ ☒ Exempt from backup
withholding

Address (number, street, and apt. or suite no.)
15708 Arrow Highway Suite# 2

City, state, and ZIP code
Irwindale, CA. 91708

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid
backup withholding. For individuals, this is your social security number (SSN). However, for a resident
alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is
your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose
number to enter.

Social security number								
or								
Employer identification number								
9	5	2	7	6	0	0	4	2

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must check out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶  Date ▶ **5-29-12**

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

PART II - continued

	YES	NO
11. Does the individual operate an <u>independent</u> trade or business that is available to the general public? <i>A determining factor in judging independence is the performance of services to the general public. In evaluating this criteria, school districts are considered to be separate entities. Keep in mind: if the district is utilizing this individual's services on a full-time basis, the individual is <u>not</u> available to the general public. NOTE: Possession of a business license or incorporation does <u>not</u> automatically satisfy this requirement. The determination <u>must</u> be made on the actual <u>relationship</u> between the district and the individual performing services.</i>	X	
12. Does the individual have a substantial investment in his/her business, i.e. maintains a facility, equipment, etc.? <i>This is indicative of economic risk inherent in business enterprises. An independent contractor must be able to make a profit or sustain a loss.</i>	X	

If either 11 or 12 are "NO", the individual is a district employee

STOP HERE

and process the individual through payroll.

If 11 and 12 are both "YES", continue

	YES	NO
13. Does the individual provide all materials and support services necessary for the performance of this service? <i>The district should not be providing office space, clerical, secretarial, or any other support for this individual such as materials, xeroxing, printing, office supplies, etc. Any necessary assistants would be hired by the individual.</i>	X	
14. Is this paid by the job or on a commission?	X	
15. Does the individual bear the cost of any travel and business expenses incurred to perform this service? <i>Generally, these types of expenses are paid by an employer, however, some contracts provide for payment of airfare, mileage, etc. for consultants.</i>	X	

If 11 and 12 are "YES", 13 through 15 should also be "YES" and are items that should be written into the consultant contract. This individual is an independent contractor. A "YES" on questions 13 through 15 supports the district's conclusion and substantiates a "reasonable basis" for treatment as an independent contractor. While there are circumstances where the district might pay contractually provided expenses, these should be kept at a minimum to avoid giving the impression of an employment relationship.

INDEPENDENT CONTRACTOR OR EMPLOYEE? DISTRICT GUIDELINES

PART I

	YES	NO
1. Has this category of worker already been classified an "employee" by the IRS? <i>Refer to page 1 for individuals listed in IRS Publication SWR 40 and others identified during the IRS compliance studies in San Diego County.</i>		X
2. Is the individual working as an employee prescribed by the Education Code? <i>Education Code sections 45100-45451/88000-88263 define what constitutes classified service and 44800-45060/87000-87333 define certificated service. The IRS predisposes an employer/employee relationship when state law mandates such a relationship.</i>		
3. Is the individual already an employee of the district in another capacity?		X
4. Has the individual performed substantially the same services for the district as an employee in the past? <i>Is the individual retired, returning to substitute, or train, etc.?</i>		X
5. Are there currently employees of the district doing substantially the same services as will be required of this individual?		X
6. Does the district have the legal right to control the method of performance by this individual? <i>Consider whether the district has to train this individual or give instruction as to when, where, how, and in what order to work. Does the district require the individual to submit reports or perform the services at a district site? These factors would indicate the district maintains control sufficient for an employer/employee relationship. However, it is <u>not</u> necessary that the district <u>exercise</u> this right or have the expertise required to do so. In many cases this would not be practical nor advisable.</i>		X
7. Are the services, as being provided, an integral part of school operations? <i>Are the services being provided necessary to the operation of the school, program, project, etc.? This indicates the district has an interest in the method of performance and implies the maintenance of legal control.</i>		X

If the answer to any of the above questions is "YES",

STOP HERE

Do not complete the rest of the questions. The individual is the district employee and must be paid and reported accordingly.

If all of the above are "NO", continue...

PART II

	YES	NO
8. Must the required service be performed by this individual? <i>Consider whether or not the individual may designate someone else to do the work without the district's knowledge or approval</i>	X	
9. Does the district have a continuing relationship with this individual? <i>Is this a "one shot deal" or will the district continue to use this individual in the future? This could be on an infrequent or irregular basis but a continuous relationship exists.</i>	X	
10. Can this relationship be terminated without the consent of <u>both</u> parties?	X	

If the answer to questions 8, 9, or 10 is "YES", there is a good possibility that an employment relationship exists. Questions 8 & 9 are indicators of district control that, in conjunction with other factors, imply an employment relationship. Go back to PART I and re-evaluate each question. If questions 1-7 are still all "NO", continue...

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Instructional Services

Date: August 14, 2012

Action Item X

To: Board of Trustees

Information Item

From: Becky Lawson, K-12 Curriculum Coordinator

Attached Pages X

Initials: BL

SUBJECT: 2012/13 Training/Service: High-Quality First Instruction (five-part series)

Please approve the Memorandum of Understanding (MOU)- Agreement #13-1131 between Sacramento County Office of Education, and Center Joint Unified School District, to provide the **High-Quality First Instruction** training to Principals, Teachers and Staff at Center High School, during the 2012/13 school year.

RECOMMENDATION: Center JUSD Board to approve 2012/13 Training/Service: High-Quality First Instruction (five-part series)

CONSENT AGENDA

MEMORANDUM OF UNDERSTANDING

Agreement 13-1131 HQFI

This Memorandum of Understanding (MOU) is **between the Sacramento County Office of Education**, hereinafter referred to as "SCOE," and **Center Unified School District**, hereinafter referred to as "District."

The purpose of this MOU is to detail the roles and responsibilities of SCOE and the District in regards to delivering instructional support services to the staff. Once signed by both parties, this MOU is in effect from August 1, 2012, through March 30, 2013.

SCOE agrees to:

1. Provide a primary contact person for all work under this agreement: The contact will be:

Tami Wilson, Contact (916) 228-2350 twilson@scoe.net	Christine Anderson, Instructor (916) 228-2634 canderson@scoe.net
--------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------
2. Provide staff to facilitate five High-Quality First Instruction modules for staff from Center High School, between 1:45 PM, and 3:45 PM at Center High School. Tentative Training Dates:

August 20, 2012	High-Quality First Instruction : An Introduction
September 24, 2012	Teach: It's in the Presentation
October 22, 2012	Check for Understanding: How Do You Know?
November 26, 2012	Practice: Making it Stick
January 28, 2013	Motivate and Engage: Get Them Involved
3. Provide five days of site-based support to be scheduled with instructor following each HQFI training module between August 20, 2012 and February 28, 2013
4. Invoice District upon completion of services
5. Provide AV equipment, training materials, and handouts for this event

District agrees to:

1. Provide a primary contact person for all work under this agreement. The contact will be:

Rebecca Lawson, Academic Coach (916) 338-7584, rlawson@centerusd.org	Mike Jordan, Principal (916) 338-6420 mikejordan@centerusd.org
-----------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------
2. Ensure the teachers bring their Teacher's Editions and the site principal is available during trainings
3. Provide facility, table supplies, insurance and indemnification
4. Fax SCOE copies of attendance sign-in sheets the day following the workshop
Attn: Relda Yeoman @ 916/228-2630
5. Provide the minimum number of 20 participants for the event, with an estimate of 50. If the enrollment falls below 20, the District agrees to pay for the minimum number of participants
6. Pay SCOE money due within 60 days of invoicing. Fee is \$125 per participant for training, and \$550 per day for site-based support

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

Indemnity. SCOE shall indemnify, defend, and hold harmless District, 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.

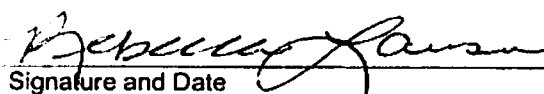
District shall indemnify, defend, and hold harmless SCOE, its officers, agents, and employees from and against any and all loss, cost, damage, expense (including attorney's fees), claim, suit, demand, or liability of any kind or character to any persons or property arising from or relating to any negligence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

This training may be terminated by SCOE or the District, in writing, no later than 7 business days prior to the first day of the training. SCOE and District shall monitor this agreement to oversee implementation of project activities.

Sacramento County Office of Education:
Sue Stickel, Deputy Superintendent

Center Joint Unified School District:
Rebecca Lawson, K-12 Academic Coach

Signature and Date

 8/1/2012

Signature and Date

MEMORANDUM OF UNDERSTANDING

Agreement 13-1131 HQFI

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SCOE agrees to:

1. Provide a primary contact person for all work under this agreement: The contact will be:
Tami Wilson, Contact
(916) 228-2350
twilson@scoe.net
Christine Anderson, Instructor
(916) 228-2634
canderson@scoe.net
2. Provide staff to facilitate five High-Quality First Instruction modules for staff from Center High School, between 1:45 PM, and 3:45 PM at Center High School. Tentative Training Dates:
August 20, 2012 High-Quality First Instruction : An Introduction
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October 22, 2012 Check for Understanding: How Do You Know?
November 26, 2012 Practice: Making it Stick
January 28, 2013 Motivate and Engage: Get Them Involved
3. Provide five days of site-based support to be scheduled with instructor following each HQFI training module between August 20, 2012 and February 28, 2013
4. Invoice District upon completion of services
5. Provide AV equipment, training materials, and handouts for this event

District agrees to:

1. Provide a primary contact person for all work under this agreement. The contact will be:
Rebecca Lawson, Academic Coach Mike Jordan, Principal
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rlawson@centerusd.org mikejordan@centerusd.org
2. Ensure the teachers bring their Teacher's Editions and the site principal is available during trainings
3. Provide facility, table supplies, insurance and indemnification
4. Fax SCOE copies of attendance sign-in sheets the day following the workshop
Attn: Relda Yeoman @ 916/228-2630
5. Provide the minimum number of 20 participants for the event, with an estimate of 50. If the enrollment falls below 20, the District agrees to pay for the minimum number of participants
6. Pay SCOE money due within 60 days of invoicing. Fee is \$125 per participant for training, and \$550 per day for site-based support

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

Indemnity. SCOE shall indemnify, defend, and hold harmless District, 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.


District 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 District, its officers, agents, or employees.

This training may be terminated by SCOE or the District, in writing, no later than 7 business days prior to the first day of the training. SCOE and District shall monitor this agreement to oversee implementation of project activities.

Sacramento County Office of Education:
Sue Stickel, Deputy Superintendent

Center Joint Unified School District:
Rebecca Lawson, K-12 Academic Coach

Signature and Date

 8/1/2012

Signature and Date

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Instructional Services

Date: August 14, 2012

Action Item X

To: Board of Trustees

Information Item

From: Becky Lawson, K-12 Curriculum Coordinator

Attached Pages X

Initials: RL

SUBJECT: 2012/13 Training/Service: High-Quality First Instruction (site-based implementation support)

Please approve the Memorandum of Understanding (MOU)- Agreement #0431 between Sacramento County Office of Education, and Center Joint Unified School District, to provide five days of site-based support for implementation of High-Quality first Instruction. Support to include walk-through and debrief with administrator(s) following each HQFI training module, during the 2012/13 school year.

RECOMMENDATION: Center JUSD Board to approve 2012/13 Training/Service: High-Quality First Instruction (site-based implementation support)

CONSENT AGENDA

Estimate of Charges

Agreement # 0431

Type of Training/Service: High-Quality First Instruction (HQFI) site-based implementation support

Description: Provide five days of site-based support for implementation of High-Quality First Instruction. Support to include walk-through and debrief with administrator(s) following each HQFI training module.

Dates: To be determined between August 6, 2012 – January 31, 2013

Location: Dudley Elementary School
8000 Aztec Way
Antelope, CA 95843

Estimated Number of Participants	Description	Estimated Total
N/A	The estimate is based on SCOE providing five days of site-based support for the implementation of High-Quality First Instruction (HQFI) to Dudley Elementary School and the guarantee by the District to pay a fee of \$550.00 per day at a cost of \$2,750.00.	\$2,750.00

Please make Purchase Order or Check payable to:
Sacramento County Office of Education
ATTN: Financial Services
Reading Lions Center
P.O. Box 269003
Sacramento, CA 95826-9003

MEMORANDUM OF UNDERSTANDING

Agreement # 0431

This Memorandum of Understanding (MOU) is between the Sacramento County Office of Education, hereinafter referred to as "SCOE," and Center Joint Unified School District, hereinafter referred to as "District."

The purpose of this MOU is to detail the roles and responsibilities of SCOE and the District in regards to delivering instructional support services to district/school staff. Once signed by both parties, this MOU is in effect.

The SCOE agrees to:

1. Provide five days of site-based support for implementation of High-Quality First Instruction. Support to include walk-through and debrief with administrator(s) following each HQFI training module.
2. Provide a primary contact person and Lead Instructor for all work under this agreement:
Contact: Tami Wilson (916) 228-2350, twilson@scoe.net
Lead Instructor: Lois Mendoza (916) 228-2632, lmendoza@scoe.net
3. Provide instructor(s) to facilitate trainings.
4. SCOE will not provide food for work under this MOU.
5. Invoice District upon completion of services (Invoice will be mailed to Training Location address below unless otherwise noted).

Training Dates and Schedule:

Site-based support to be scheduled with instructor following each HQFI training module between August 6, 2012 – January 31, 2013 for a total of five days.

Training Location:

Dudley Elementary School
8000 Aztec Way
Antelope, CA 95843

Billing Address:

Center Joint Unified School District
8408 Watt Avenue
Antelope, CA 95843

The District agrees to:

1. Provide a primary contact person for all work under this agreement. The contact(s) will be:
Rebecca Lawson, K-12 Academic Coach, (916) 338-7584, rlawson@centerusd.org
Lisa Coronado, Principal, (916) 338-6470, Coronado@centerusd.org
2. Ensure the principal is available during the trainings.
3. Provide facility, insurance and indemnification.
4. Pay SCOE money due within 90 days of invoicing.
Fee structure: \$550.00 x 5 days = \$2,750.00

This training may be terminated by SCOE or the District, in writing, no later than 7 business days prior to the first day of the training.

Indemnity. SCOE shall indemnify, defend, and hold harmless District, 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.

District 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 District, its officers, agents, or employees.

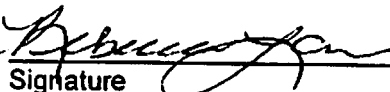
SCOE and District shall monitor this agreement to oversee implementation of project activities.

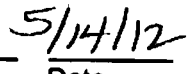
Sacramento County Office of Education:
Sue Stickel, Deputy Superintendent

Center Joint Unified School District:
Rebecca Lawson, K-12 Academic Coach


Signature


Date


Signature


Date

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Facilities & Operations Department

To: Board of Trustees

Action Item X

Date: August 14, 2012

Information Item

From: Craig Deason, Assist. Supt.

Attached Pages

Assist. Supt. Initials: CD

SUBJECT: Disposal of Surplus Vehicle

The Facilities & Operations Department would like to surplus and dispose of the following vehicle that has become unusable and/or not repairable. The vehicle will be offered for sale or disposal following your approval.

1999 Big Tex Trailer (white trailer) - License #1020106

Recommendation: That the Board of Trustees approves the surplus and disposal or sale of the vehicle.

CONSENT AGENDA

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Facilities & Operations Department

Date: August 14, 2012

Action Item X

To: Board of Trustees

Information Item

From: Craig Deason, Assist. Supt.

Attached Pages 1

Assist. Supt. Initials: CD

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

The two year ground lease extension between Sunrise Park and Recreation District and Center Joint Unified School District has expired. I am recommending that we extend the lease for two more years at the rate of \$634.00 per month. Agreeing to this extension would allow Sunrise Park and Recreation District to operate a school age day care facility at Oak Hill Elementary School until July 31, 2014. The Ground Lease Extension Agreement is attached.

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

CONSENT AGENDA

GROUND LEASE EXTENSION AGREEMENT

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

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

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

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

IT IS HEREBY AGREED THAT:

1. The term of this extension shall be from August 1, 2012 to July 31, 2014.
2. This two-year extension is the fourteenth and fifteenth extensions allowed pursuant to Paragraph 3 of the 1994 Lease and **LESSEE** may exercise the option to further extend the Lease in future years in accordance with the terms of that paragraph.
3. Paragraph 4 of the 1994 Lease was amended effective August 1, 2012, to provide for payment of the sum of \$634.00 per month (\$7,608.00 annually) to be paid by July 31 for utility service commencing August 1, 2012, and said payments shall continue unchanged through July 31, 2014.
4. All other terms of the 1994 Lease shall remain in full force and effect throughout the term of this extension.

Dated: _____

**SUNRISE RECREATION AND PARK
DISTRICT, LESSEE**

By: _____

Name: Dave Mitchell

Title: District Administrator

Dated: 7/10/12

**CENTER UNIFIED SCHOOL DISTRICT,
LESSOR**

By: Craig Deason

Name: Craig Deason

Title: Assistant Superintendent

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Facilities & Operations Department

To: Board of Trustees

Action Item X

Date: August 14, 2012

Information Item

From: Craig Deason, Assist. Supt.

Attached Pages 30

Assist. Supt. Initials: CD

SUBJECT:

Sierra Vista Elementary School Site - Master Planning Agreement For Architectural Services

The Facilities & Operations Department requests ratification from the Board of Trustees to enter into an agreement with Nacht & Lewis Architects to obtain architectural services for the master planning of the Sierra Vista Elementary School Site.

The attached agreement has been approved by CPM and District Administration.

RECOMMENDATION: That the Board of Trustees ratifies the agreement with Nacht & Lewis Architects for architectural services relating to the Sierra Vista Elementary School Site.

CONSENT AGENDA

1
2 **AGREEMENT**
3

4 **Between**
5

6 **Center Unified School District**
7

8 **And**
9

10 **Nacht & Lewis Architects**
11

12 **For**
13

14 **Sierra Vista Elementary School Site - Master Planning**
15

16 **Architectural-Engineering Services**
17
18
19

20 **DOCUMENTS BOUND HEREWITH**
21

22 **Agreement Form**

23 **Exhibit A: Construction Budget, Project Schedule and A-E Fees**
24 **Exhibit B: Reimbursable Expenses and Hourly Fees for Extra**
25 **Services**
26 **Exhibit C: A-E's Subconsultants**
27 **Exhibit D: Scope of Services**
28 **Exhibit E: DOJ Certification and List of Employees Authorized**
29 **to Come on to School Campuses**
30 **Exhibit F: Not Used**
31 **Exhibit G: Not Used**
32
33
34

Center Unified School District
Agreement for Architectural-Engineering Services

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1 Center Unified School District

2
3 Agreement for Architectural/Engineering Services

4
5 Sierra Vista Elementary School Site - Master Planning

6
7 THIS AGREEMENT, made in three copies on July 16, 2012 by and between Center
8 Unified School District, hereinafter called Owner or the District, and Nacht & Lewis
9 Architects, hereinafter called the Architect-Engineer or the A-E, which represents and
10 warrants that it is duly licensed under the laws of the State of California to practice
11 architecture or engineering in the State of California.

12
13 Owner intends to build a New Elementary School – Sierra Vista Elementary School
14 Site. Owner desires to retain A-E to provide a conceptual campus master plan.

15
16 **ARTICLE 1. DEFINITIONS**

17
18 OWNER (DISTRICT): Center Unified School District.

19
20 ARCHITECT-ENGINEER (A-E): Nacht & Lewis Architects. The organization or
21 individual providing those professional design services set forth herein and associated with
22 master planning of the Sierra Vista Elementary School Site Project, as defined below.

23
24 OWNER'S PROGRAM MANAGER (PM) – Capital Program Management, Inc.
25 (CPM): The agent appointed by Owner as Owner's representative(s) to provide overall
26 program management during the design and construction phases of the Project. For purposes
27 of this Agreement, the PM shall have the authority to direct the work and minor changes to the
28 Project, except that the terms of this Agreement shall not be modified without the approval of
29 Owner.

30
31 ENTITY: The Lease-Leaseback Entity hired to provide preconstruction services and is
32 anticipated to build the project under a Facilities Lease per Education Code Section 17406 et
33 seq.

34
35 PROJECT: Sierra Vista Elementary School Site – Master Planning

36
37 CONSTRUCTION BUDGET: The total available funding for work to be performed
38 by construction contractors, excluding change orders.

39
40 ESTIMATE: A-E's opinion of probable construction costs if the Project were to be put
41 out to bid during the time specified in the Estimate.

42
43 CONTRACT DOCUMENTS: Contract Documents as used in this Agreement shall
44 include the Facilities Lease, the Site Lease, the Performance Bond, the Payment Bond, the
45 General Construction Terms and Conditions, the General Requirements, Exhibits, the
46 Technical Specifications, the Contract Drawings and Plans, all duly issued Addenda,

1 Interpretations, change orders, Supplemental Drawings, Architect's Instruction Bulletins
2 ("AIB's"), the Entity's Guarantee and Bond, the Hazardous Materials Requirements, the,
3 Preliminary Construction Schedule, and the Contract Schedule.
4

5 **ARTICLE 2. BUDGETS AND ESTIMATES**
6

7 A. The Construction Budget is established in attached Exhibit A.
8

9 B. Not Used.
10

11 C. Not Used.
12

13 D. Not Used.
14

15 E. Not Used.
16

17 F. Not Used.
18

19 G. Not Used.
20
21

22 **ARTICLE 3. BASIC SERVICES OF THE A-E**
23

24 A-E's Basic Services shall include all work described herein for the development of
25 predesign, schematic design and design development documents, Construction Documents
26 including complete and coordinated drawings, details and notes, and specifications, together
27 with the Estimate, construction administration and field observation of actual construction of
28 the Project, all in accordance with this Agreement, Owner's Facility Design Standards, and
29 applicable laws and regulations. A-E's Basic Services shall be divided into the following
30 components:
31

32 A. Pre-Design Phase – See Exhibit D
33

34 B. Not Used.
35

36 C. Not Used.
37

38 D. Not Used.
39

40 E. Not Used.
41

42 F. Not Used.
43

44 G. Not Used.
45
46

1 **ARTICLE 4. PROFESSIONAL SERVICES OF THE A-E**

2
3 A. A-E accepts the relationship of trust and confidence established between Owner and
4 A-E by this Agreement. A-E represents that it is familiar with the statutes, regulations, and
5 design requirements applicable to public school construction; that all of its work will conform
6 to current professional practices and standards regarding such requirements; and that A-E will
7 exercise due professional care and will cooperate with any consultant also employed by Owner
8 in connection with the Project. A-E agrees to perform its work with the skill and judgment of
9 a prudent school designer practicing in the State of California and in an expeditious and
10 economical manner consistent with the interests of Owner. A-E will prepare accurate and fully
11 coordinated plans and specifications and Contract Documents. Any review, approval or
12 acceptance of any of A-E's work under this Agreement shall not relieve A-E from responsibility
13 for errors and/or omissions in its work or the work of its subconsultants. A-E will perform its
14 work in an appropriate and professional manner which does not violate the District's sexual
15 harassment or other harassment policies, including but not limited to Board Policy and
16 Administrative Regulation 4119.11, or create an objectively offensive working or educational
17 environment for the District's employees or students.

18
19 B. Except with Owner's knowledge and consent, the A-E shall not engage in any activity,
20 or accept any employment, interest or contribution that would reasonably appear to
21 compromise the A-E's professional judgment, impartiality or professionalism with respect to
22 the Project or the Owner.

23
24 C. A-E shall, as part of the Basic Professional Services, furnish, at its expense, the services
25 of structural, civil, mechanical, and electrical engineers, a landscape architect, track and field
26 design specialist and other necessary design professionals as determined by A-E and acceptable
27 to Owner, properly skilled and licensed in California in the various aspects of the design and
28 construction of facilities required. A-E's subconsultants shall be listed in Exhibit D and shall
29 not be changed without prior written consent of the Owner. Owner does not assume any
30 liability, duty or obligation to A-E's subconsultants or their agents and employees by execution
31 or performance of this Agreement, and nothing in this Agreement shall create any contractual
32 relation between Owner and any subconsultants, or their agents and employees, employed by
33 A-E. No subconsultants, agents, employees or other parties are third party beneficiaries of this
34 Agreement. A-E shall be responsible to Owner for the acts and omissions of its employees,
35 subconsultants, and their agents and employees, and other persons performing any of the work
36 under this Agreement.

37
38 D. A-E shall, as part of its Basic Services, coordinate its work with the work of any
39 consultant(s) employed by the Owner in connection with the Project so as to prevent any
40 discrepancies or inaccuracies in the Construction Documents and any delays in the Project
41 schedule. The A-E assumes the responsibility of incorporating the work of these consultants into
42 the Construction Documents.

43
44 Consultants hired directly by Owner may include, but are not limited to, the following:
45
46

1. Geotechnical Engineer - To Be Determined
2. CEQA Consultant - To Be Determined
3. Hazardous Material Consultant - To Be Determined
4. Land Surveyor - To Be Determined
5. Low Voltage Consultant - To be Determined

E. The A-E, as part of its Basic Services, shall be responsible for the design, DSA approval, contract/bidding documents, construction administration, testing, and staff training for the fire alarm system.

F. The A-E, as part of its Basic Services, shall obtain approval from the District's Low Voltage Consultant for proposed designs pertaining to the District's low voltage and technology systems prior to submitting documents to DSA for approval.

G. The A-E, as part of its Basic Services, shall work with District's Low Voltage Consultant to make any design revisions, as deemed necessary by Consultant, in order to meet the District's low voltage and technology needs.

H. A-E shall not, either during or after the term of this Agreement, make public any reports or articles, or disclose to any third party any information specifically designated as confidential by Owner, without the prior written consent of Owner. A-E shall require of its subconsultants similar agreements not to disclose such confidential information.

I. A-E shall review laws, codes, and regulations applicable to A-E's Services. A-E shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project.

J. At its sole cost and expense, A-E shall give all notices and comply with all applicable laws, codes, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of its work, including those relating to safety of its employees and subconsultants, hazardous materials, and equal employment opportunities; obtain all permits and licenses necessary for performance of its work; pay all local, state, and federal taxes associated with its work; and pay all benefits, insurance, taxes, and contributions for Social Security and Unemployment which are measured by wages, salaries, or other remuneration paid to A-E's employees. Upon Owner's request, A-E shall furnish evidence satisfactory to Owner that any or all of the foregoing obligations have been fulfilled.

ARTICLE 5. INDEPENDENT CONTRACTOR

A-E shall be an independent contractor, and neither A-E nor any employee of A-E or its subconsultants shall be deemed to be an employee of Owner.

1 **ARTICLE 6. CONFLICTS OF INTEREST**

2
3 The A-E affirms that, to the best of its knowledge, there exists no actual or potential
4 conflict between family, business, or financial interests of the A-E and performance of its
5 Services under this Agreement. In the event of change in either interests or Services under this
6 Agreement, the A-E affirms that it will raise with the Owner any question regarding possible
7 conflict of interest which may arise as a result of such change.
8
9

10 **ARTICLE 7. ASSIGNMENT AND SUBCONTRACTING**

11
12 Except as expressly authorized herein, A-E shall neither assign its rights nor delegate
13 its duties under this Agreement without prior written consent of Owner, which consent may be
14 withheld for any reason, or no reason, in Owner's absolute discretion. This prohibition of
15 assignment and delegation extends to all assignments and delegations that lawfully may be
16 prohibited by agreement.
17
18

19 **ARTICLE 8. EXTRA SERVICES OF THE A-E**

20
21 A. The following Services, if necessitated by unusual circumstances and through no fault
22 or neglect on the part of A-E or its subconsultants, shall be paid for as Extra Services by
23 Owner, as provided in Articles 11 and 12. Additional compensation for Extra Services shall be
24 conditioned upon prior receipt of formal written authorization from Owner to perform the
25 work as Extra Services and no claim for any additional compensation or reimbursement shall
26 be valid unless so authorized.
27

28 1. Not Used.
29

30 2. Preparation of additional plans or specifications in order to satisfy the
31 requirements of the applicable public authority, due to changes in policy or law not
32 reasonably anticipated by A-E and provided that the requirement for these additional
33 documents occurs after completion of the design development phase.
34

35 3. If directed by Owner, the employment of special consultants other than those
36 required in Article 4.C.
37

38 4. Revisions required as a result of changes in the Owner's previous instructions or
39 approvals and through no fault of the A-E, after the Construction Documents have been
40 approved by DSA.
41

42 5. Providing assistance such as testing, adjusting and balancing in the utilization of
43 equipment or systems and preparation of operation and maintenance manuals.
44

45 6. Preparation of drawings and documents to support construction contract change
46 orders which necessitate additional work by A-E, provided that the change order is not

1 contributed to by the negligence or carelessness of A-E. A-E shall keep accurate
2 records of the time spent in preparation of such documents and shall provide monthly
3 statements of the same to Owner identified as to each specific change order item.
4

5 7. Preparation of special presentation models, renderings or mock-ups requested
6 by the Owner and not required under Basic Services.
7

8 8. Preparing to serve or serving as a witness in connection with any hearing,
9 dispute resolution proceeding or legal proceeding, other than that necessitated by
10 negligent or willful acts or omissions of A-E or its subconsultants.
11

12 9. Providing services made necessary by the failure of performance, the
13 termination or default of a contractor; or by major defects or deficiencies in the work of
14 any contractor.
15

16 10. Special Meetings with the Bond Oversight Committee, community groups and
17 other committees other than as reasonably required or noted elsewhere in the
18 Agreement.
19

20 11. Preparation of design and documentation for alternate bid or proposal requests
21 by the Owner when not required or noted elsewhere in this Agreement.
22

23 12. Assistance with environmental and EIR studies other than those which would
24 normally be required to complete the A-E's Basic Services.
25

26 13. Formal value engineering sessions and detailed life-cycle cost analysis beyond
27 those normally provided.
28

29 B. In no event shall A-E be entitled to receive compensation for Extra Services if required
30 as a result of A-E's or its subconsultants' errors, omissions, or failure to perform in accordance
31 with this Agreement.
32

33 C. The Owner shall have the right to make changes in the A-E's Basic Services specified in
34 Article 3 of this Agreement. The A-E shall promptly notify the Owner of changes that increase or
35 decrease the A-E's Basic Services, associated compensation, or the duration of the A-E's Basic
36 Services or both. The A-E shall be entitled to receive additional compensation when the scope or
37 duration of the A-E's Basic Services is increased or extended through no fault of the A-E and
38 shall be subject to the Owner's prior written authorization.
39

40 D. Changes in the A-E's Basic Services or duration of the Agreement, and entitlement to
41 additional compensation, shall be made by a written Amendment to this Agreement executed by
42 the Owner and the A-E. The Amendment shall be executed promptly by the Owner and the A-E.
43 The A-E shall proceed to perform the services required by the Amendment only after receiving
44 written authorization directing the A-E to proceed.
45
46

1 **ARTICLE 9. OWNER'S RESPONSIBILITIES**
2

3 A. Owner shall provide full information as to the programmatic and other requirements of
4 the Project, including realistic budget limitations and schedule for the Project.
5

6 B. Owner shall furnish, or direct A-E to procure, at Owner's expense, a certified survey of
7 the site, if required by agencies having jurisdiction, including grades and lines of streets,
8 pavements, and adjoining properties, rights-of-way, restrictions, easements, boundaries, and
9 contours of the building site, locations, dimensions and floor elevations of existing buildings,
10 other improvements, and trees; and information as to available service and utility lines, both
11 public and private.
12

13 C. Owner shall furnish, or direct A-E to procure, at Owner's expense, geotechnical,
14 chemical, mechanical, or other tests required by agencies having jurisdiction over the Project
15 for proper design and borings or test pits necessary for determining subsoil conditions.
16

17 D. Owner shall furnish available record drawings of existing structures.
18

19 E. Owner shall furnish all required inspection and testing services in conjunction with the
20 Project.
21

22 F. Owner shall furnish all legal advice and services required for the Project.
23

24 G. Owner shall provide a complete Division 0 and Division 1 package for inclusion in the
25 Contract Documents.
26

27 H. Not Used.
28

29 I. Owner shall periodically update the Construction Budget.
30

31 J. Owner shall provide hazardous materials consultant services for the Project, which
32 consultant shall provide Hazardous materials specifications to be included by A-E as part of
33 the project manual. Owner shall have no responsibility for the accuracy and completeness of
34 such specifications nor have any liability for work done under said specifications.
35

36 K. The Owner shall designate an officer, employee or other authorized representatives to act
37 in the Owner's behalf with respect to the Project.. The Representative shall have the authority to
38 approve changes in the scope of the Project and shall be available as often as may be required to
39 render decisions and to furnish information in a timely manner.
40

41 L. During Entity's guarantee period, Owner shall notify A-E in writing of apparent
42 deficiencies in materials or workmanship.
43
44

45 **ARTICLE 10. NOT USED.**
46

1 **ARTICLE 11. ARCHITECT-ENGINEER COMPENSATION**

2
3 A. Professional Services: A-E agrees to perform Professional Services provided by this
4 Agreement and Owner agrees to pay A-E for such Services, in accordance with attached
5 Exhibits A and B. A-E's compensation for Extra Services shall be dependent upon A-E's
6 compliance with the provisions outlined in Article 8 regarding Extra Services and calculated in
7 accordance with the rates set forth in Exhibit B.
8

9 B. Reimbursable A-E Costs/Expenses: Owner recognizes that certain costs and expenses
10 associated with the Professional Services performed are reimbursable to A-E. The descriptive
11 categories of expenses that may be considered for reimbursement are defined in Exhibit B.
12 Provided that A-E obtains Owner's prior written approval, costs and expenses will be
13 reimbursed to A-E in accordance with Exhibit A. Owner's prior written authorization is an
14 express condition precedent to any reimbursement to A-E of such costs and expenses, and no
15 claim for any additional compensation or reimbursement shall be valid absent such prior
16 written approval by Owner.
17

18 C. A-E shall submit one (1) invoice monthly to the Owner for the fee associated with the
19 applicable progress to completion percentage, reimbursable expenses (if any) and Extra
20 Services (if any) incurred for the billing period. Invoices requesting reimbursement for
21 expenses incurred during the billing period must clearly list items for which reimbursement is
22 being requested and be accompanied by proper documentation (e.g. receipts, invoices) including
23 a copy of Owner's authorization notice for invoiced item(s). Invoices requesting payment for
24 Extra Services must reflect hours being charged and a copy of Owner's authorization notice.
25 No payments will be made by the Owner to the A-E for monthly invoices requesting
26 reimbursables or Extra Services absent the prior written authorization of the Owner. All
27 Owner approved charges incurred under this Agreement shall be due and payable within
28 thirty (30) days of approval of the invoice.
29
30

1 **ARTICLE 12. PAYMENTS TO THE ARCHITECT-ENGINEER**

2
3 A. Payments on account of the agreed compensation in Article 11 shall be:

4
5 1. The Owner shall compensate the A-E, for performing all the Services required
6 by this Agreement, a lump sum fee totaling **Sixteen Thousand Seven Hundred**
7 **Dollars (\$16,700.00)**. Payments will be made in accordance with Article 11 and based
8 on monthly invoices, payable in arrears, which will set forth the hours actually worked
9 and expenses incurred during the billing period. In no event shall the A-E's Fee exceed
10 the lump sum amount set forth in this agreement without the prior written
11 authorization of the Owner.
12

13 B. Payments in event of the following circumstances shall be as set forth below:

14
15 1. Deferred Bids: Delay in the award of the contract shall not affect A-E's
16 compensation unless Extra Services are required.
17

18 2. Delayed Completion: Except as provided elsewhere in this Agreement, A-E's
19 compensation shall be paid at the time and in the amount noted.
20

21 C. Not Used.

22
23 D. Not Used.
24

25 E. Owner may withhold, or on account of subsequently discovered evidence nullify, the
26 whole or a part of any payment to such extent as may be necessary to protect Owner from loss,
27 including costs and attorneys' fees, on account of: (1) defective or deficient work product not
28 remedied; (2) failure of A-E to make payments properly to its employees or subconsultants; or
29 (3) failure to adhere to the Project design schedule or to achieve sufficient progress with the
30 design work such that A-E is unlikely to achieve timely completion.
31
32

33 **ARTICLE 13. DEFAULT AND TERMINATION OF AGREEMENT**

34
35 A. A-E Default: If A-E at any time refuses or neglects to prosecute its work in a timely
36 fashion or in accordance with the Project schedule, or is adjudicated a bankrupt, or commits
37 any act of insolvency, or makes an assignment for the benefit of creditors, or fails to make
38 prompt payment to persons furnishing labor, equipment, or materials, or fails in any respect to
39 properly and diligently prosecute its work, or otherwise fails to perform fully any and all of the
40 agreements herein contained, A-E shall be in default.
41

42 B. Cure: If A-E fails to cure the default within seven (7) days after written notice thereof,
43 Owner may, at its sole option, take possession of any documents, files (including electronic
44 files), or other materials prepared or used by A-E in connection with the Project and provide or
45 secure from others, including A-E's subconsultants, any such work, labor, or materials as may

1 be necessary to overcome the default and deduct the cost thereof from any money then due or
2 thereafter to become due to A-E under this Agreement.

3
4 C. Default Termination: In the event Owner elects to terminate A-E due to A-E default,
5 Owner shall have the right to immediate possession of all plans, specifications, and other work
6 in progress prepared by A-E, whether located at the Project, at A-E's place of business, or at
7 the offices of a subconsultant, and may employ any other person or persons to finish the design
8 work and provide the materials therefore. In case of such default termination, A-E shall not be
9 entitled to receive any further payment under this Agreement until the Project is completely
10 finished. At that time, if the unpaid balance of the amount to be paid under this Agreement
11 exceeds the expenses incurred by Owner in finishing the Project, such excess shall be paid by
12 Owner to A-E, but, if such expenses shall exceed such unpaid balance, then A-E shall promptly
13 pay to Owner the amount by which such expense exceeds such unpaid balance. The expenses
14 referred to in the last sentence shall include expenses incurred by Owner in causing the
15 Services called for under this Agreement to be provided by others, for attorneys' fees, and for
16 any damages sustained by Owner by reason of A-E's default or defective work, plus ten percent
17 (10%) on any and all such expenses as allowed by law.

18
19 D. Owner Default: A-E may terminate this Agreement for cause upon seven (7) days'
20 written notice to Owner for any of the following reasons: (1) Owner fails to timely pay
21 undisputed sums due to A-E; (2) Owner assigns this Agreement or transfers ownership of the
22 Project prior to completion of A-E's Services under this Agreement if the assignment or
23 transfer is made without the prior written consent of A-E; or (3) Owner suspends the Project
24 or A-E's Services for more than 180 consecutive days. Owner shall have the right to cure the
25 stated ground for termination within the seven (7) day notice period, or such longer period that
26 is reasonably required to cure the default, and, in the event of cure, A-E's notice shall become
27 null and of no further force or effect.

28
29 E. Termination for Convenience. In addition to the foregoing right to terminate for
30 default, Owner reserves the absolute right to terminate this Agreement without cause, for any
31 reason whatsoever, upon thirty (30) days' written notice to A-E. In the event of such a
32 termination without cause, Owner shall have the right to immediate possession of all plans,
33 specifications, and other work in progress prepared by A-E, whether located at the Project, at
34 A-E's place of business, or at the offices of a subconsultant, and may employ any other person
35 or persons to finish the design work and provide the materials therefore. Also, in the event of
36 such a termination without cause, A-E shall be entitled to payment in an amount not to exceed
37 the contract price which shall be calculated as follows: (1) Payment for any phase of the work
38 then satisfactorily completed and accepted by Owner, according to the percentages set forth in
39 Article 12; plus (2) approved reimbursable costs actually incurred by A-E in connection with
40 performance according to Article 11; plus (3) a portion of the percentage applicable to the phase
41 which is in progress, which bears the same ratio to the total amount to be earned for that phase
42 as the work then completed in that phase bears to the total work to be accomplished in that
43 phase; plus (4) reasonable termination expenses, which shall not exceed 3% of the Basic
44 Services amount earned to date of termination, with out costs, or the remaining base Contract
45 amount, whichever is less. There shall be deducted from such sums as provided in this section
46 the amount of any payment made to A-E prior to the date of termination of this Agreement.

1 A-E shall not be entitled to any claim or lien against Owner or the Project for any additional
2 compensation or damages in the event of such termination and payment. In addition, Owner's
3 right to withhold funds under Article 12.E shall be applicable in the event of a termination for
4 convenience.

5
6 F. If this Agreement is terminated by Owner for default and it is later determined that the
7 default termination was wrongful, such termination automatically shall be converted to and
8 treated as a termination for convenience under this Article and A-E shall be entitled to receive
9 only the amounts payable hereunder in the event of a termination for convenience.

10
11 G. Survival of Obligations: Except as otherwise stated in this Agreement, no termination
12 of this Agreement shall excuse or otherwise relieve A-E of its responsibilities under this
13 Agreement, including, without limitation, the standard of care for its work and Services, with
14 respect to any work or Services performed prior to the date of termination. All of A-E's
15 responsibilities under this Agreement with respect to work or Services performed prior to the
16 date of termination shall survive any termination.

17
18
19 **ARTICLE 14. PERFORMANCE TIME SCHEDULE**
20

21 A. A-E shall prepare and submit for Owner approval a schedule for the performance of A-
22 E's Services. This schedule shall include reasonable allowances for review and approval times
23 required of Owner, performance of services by Owner's consultants, and review and approval
24 times required by authorities having jurisdiction over the Project. This schedule shall be
25 equitably adjusted as the Project progresses, allowing for changes in scope, character, or size of
26 the Project as requested by Owner, or for delays or other causes beyond the A-E's reasonable
27 control.

28
29 B. A-E shall respond to the following specific items within the time frames indicated
30 below:

- 31
32 1. Requests for Information: 7 days
33 2. Change order requests: 10 days
34 3. Submittals: 14 days, or as agreed upon in writing by District,
35

36 C. In the event A-E fails to perform its obligations under this Agreement within the times
37 specified in the approved schedule for its work and thereby delays the Project, Owner may
38 withhold monthly progress payments until all work within the particular phase at issue is
39 completed or the schedule for A-E's work has been recovered. This remedy shall be in addition
40 to, and not in derogation of, Owner's other rights and remedies relating to A-E's default,
41 whether under this Agreement or applicable law.
42
43
44

1 **ARTICLE 15. ACCOUNTING RECORDS OF THE ARCHITECT-ENGINEER**

2
3 A. Records of A-E's direct personnel, subconsultants, and reimbursable expenses
4 pertaining to any Services on this Project shall be kept on a generally recognized accounting
5 basis and shall be available to Owner or its authorized representative, upon reasonable notice,
6 during normal business hours.
7

8 B. Owner or the Owner's authorized representative shall have access to any plans,
9 specifications, books, documents, accounting records, papers, Project correspondence, Project
10 files and other records of A-E or its subconsultants directly or indirectly related to the Project
11 upon reasonable notice, during normal business hours. Such access shall include the right to
12 examine and audit such records and make excerpts, transcriptions and photocopies at Owner's
13 expense.
14
15

16 **ARTICLE 16. INSURANCE TO BE CARRIED BY ARCHITECT-ENGINEER**

17
18 A-E shall procure and maintain insurance on all of its operations during the progress of
19 its work on the Project, with reliable insurance companies approved by the State of California
20 Department of Insurance and with a Bests' rating of no less than (B+) Level VII, on forms
21 acceptable to Owner, for the following minimum insurance coverages:
22

23 A. Workers' Compensation insurance and occupational disease insurance, as required by
24 law, and employer's liability insurance, with minimum limits of \$1,000,000, covering all
25 workplaces involved in this Agreement.
26

27 B. Commercial general liability insurance, with limits of not less than as indicated in either
28 (1) or (2) as follows: (1) Bodily Injury Liability - \$1,000,000 each person, \$1,000,000 each
29 occurrence; Property Damage Liability - \$1,000,000 each occurrence, \$1,000,000 aggregate; (2)
30 single limit for Bodily Injury Liability and Property Damage Liability combined of \$1,000,000
31 each occurrence and \$1,000,000 aggregate.
32

33 1. The insurance shall cover all operations of A-E, including but not limited to the
34 following: (1) broad form property damage liability; (2) personal injury liability
35 endorsement; and (3) automobile bodily injury and property damage insurance,
36 including all owned, if any, hired and non-owned equipment.
37

38 2. All general liability policies shall name Owner and Program Manager(s) as an
39 additional insured and shall provide that such policy is primary insurance.
40

41 C. A-E shall also provide Professional Liability Insurance for the Project, written on a
42 "Claims Made Basis," with limits of liability in amounts not less than \$1,000,000 per claim and
43 \$1,000,000 aggregate, insuring A-E, for its own acts and for the acts of all persons for whose
44 acts A-E may be liable, against liabilities arising out of or in connection with the negligent acts,
45 errors, or omissions of any of the foregoing in connection with the carrying out of their
46 professional responsibilities for the Project. A-E shall provide Owner proof of professional

1 liability insurance coverage for two years following final completion of the Project. All such
2 professional liability policies shall include an endorsement or other provision covering the
3 indemnification provisions of Article 22.

4
5 D. A-E shall also provide Certificates of Insurance, or other evidence of insurance as
6 requested by Owner, to Owner within ten (10) days after receipt by A-E of a signed version of
7 this Agreement. The certificates shall provide that there will be no cancellation, suspension,
8 voiding or change of coverage without thirty (30) days' prior written notice to Owner.

9
10 E. There shall be no reduction or modification of coverage of insurance required by this
11 Agreement without the written consent of Owner.

12 13 14 **ARTICLE 17. REPRODUCTION OF DOCUMENTS**

15
16 A. A-E shall provide, at no additional expense to Owner, copies of the drawings and
17 specifications for the review and approval of Owner at the end of schematic design, design
18 development, DSA submittal, and completed and quality-controlled sets for constructability
19 review. Owner's requirement is one (1) reproducible master for each item; state agency
20 requirements are to be determined and provided by A-E, including any electronic media in a
21 format acceptable to the agencies, at no additional expense to the Owner.

22
23 B. A-E shall provide one (1) reproducible master and one (1) electronic master in
24 AutoCAD (most current version) compatible format for drawings, and one (1) copy in the most
25 current version of Microsoft Word for the project manual of the final approved Contract
26 Documents for bidding and construction purposes.

27 28 29 **ARTICLE 18. RECORD DOCUMENTS**

30
31 A. At completion of the Project (or any portion that is constructed as a discrete unit), A-E
32 shall prepare and furnish to Owner one (1) set of reproducible record drawings and one (1) set
33 of marked specifications showing materials and methods of construction as actually
34 accomplished. These shall be prepared by revision of the original drawings from field work
35 drawings to show changes incorporated in the work, based upon Entity's representation of
36 actual construction. Owner shall furnish A-E one (1) set of field working drawings and
37 specifications noting changes, and direct A-E as to level of detail and completeness desired in
38 record drawings. Since cost of this item will not be able to be determined until construction is
39 complete, A-E shall provide an allowance of To be Determined (TBD) for this work within the
40 base fee.

41
42 B. The A-E may insert the following notice on all record drawings; "These record
43 drawings (or corrected specifications) have been prepared based on information submitted, in
44 part, by others. The Architect has provided a review consistent with its legal standard of care."
45

1 C. At completion of all construction tasks, A-E shall furnish to Owner one (1) reproducible
2 master and one (1) electronic master (in AutoCAD's most current version) compatible format
3 for drawings, Microsoft Word most current version for project manual.
4
5

6 **ARTICLE 19. OWNERSHIP OF DOCUMENTS AND RE-USE OF DOCUMENTS**
7

8 A. All plans for the Project, including, but not limited to, record documents, specifications,
9 and Estimates prepared pursuant thereto, shall be and remain the property of the Owner for
10 the purposes of repairs, maintenance, renovations, modernization, or other purposes, only as
11 they relate to the Project. Notwithstanding same, Owner may use the plans, record documents,
12 specifications, or Estimates related to the Project for the purposes of additions, alignments, or
13 other development on the site.
14

15 B. Notwithstanding Paragraph A above, if the Owner proposes to reuse the plans prepared
16 by the A-E within the District or if the Owner proposes to employ any other person or persons
17 to finish the design work and provide the materials therefore because of a Termination for
18 Convenience as set out in Article 13, the terms and the conditions for the use or reuse shall be
19 set forth in an Amendment to this Agreement or other subsequent writing executed by Owner
20 and A-E. However, under any circumstances, in the event of any use, reuse or modification of
21 the A-E's drawings, specifications or other documents by any person, firm or legal entity, the
22 names and seals of the A-E and the A-E's Consultants, if any, shall first be removed from the
23 A-E's drawings, specifications or other documents. The Owner further agrees to indemnify,
24 defend and hold A-E harmless from any and all claims, liabilities, suits, demands, losses, costs,
25 expenses including, but not limited to, reasonable attorneys fees accruing to or resulting from
26 any and all persons, firms or any other legal entity, on account of any damage or loss to
27 property or persons, including, but not limited to, death arising out of such use, reuse or
28 modifications of the A-E's drawings, specifications or other documents, provided that such
29 injury, damage, loss, and/or death was not a result of negligent design errors, design
30 deficiencies, or omissions contained in the original documents. Notwithstanding anything in
31 this Agreement to the contrary, in the event of a termination of A-E for default under Article
32 13, there shall be no limitation on the Owner's right to use any of the plans, specifications or
33 other documents prepared by A-E.
34

35 C. Except as otherwise permitted in this Agreement, Owner shall not assign, delegate,
36 sublicense, pledge or otherwise transfer the right to use and re-use the documents to any other
37 party without the prior written authorization of A-E. However, in addition to the rights to use
38 and re-use the documents as set forth in this Article 19, Owner shall be permitted to authorize
39 Entity or any construction subcontractor, equipment supplier or material supplier to use and
40 reproduce, to the fullest extent necessary, applicable portions of the documents appropriate to
41 and for use in their work for this Project.
42

43 D. In the event Owner ever desires to construct all or part of another wholly unrelated
44 project which would be essentially identical in design to the Project that is the subject of this
45 Agreement, A-E agrees to permit re-use of its design and the corresponding Contract
46 Documents, subject to payment to A-E of a fair and reasonable re-use fee.

1 E. Any unauthorized re-use of the documents shall be at Owner's sole risk and without
2 liability to A-E. Owner agrees to indemnify and hold harmless A-E and its subconsultants
3 against any damages, liabilities or costs, including reasonable legal fees and disbursements,
4 arising from the unauthorized re-use or modification of the documents, provided that such
5 injury, damage, loss, and/or death was not a result of negligent design errors, design
6 deficiencies, or omissions contained in the original documents. Submission or distribution of
7 the documents to meet official regulatory requirements or for similar purposes does not
8 constitute an unauthorized re-use of the documents.
9

10 11 **ARTICLE 20. NOTICE OF CLAIMS AND DISPUTE RESOLUTION** 12

13 A. A-E shall give written notice of any claims arising out of or relating to this Agreement
14 within fifteen (15) days of the event(s) giving rise to the claim. Said written notice shall specify
15 the nature, amount and basis of the claim and shall be certified under penalty of perjury and in
16 compliance with the California False Claims Act, as set forth below. Failure to include these
17 required certifications shall constitute grounds for rejection of the claim. Failure to provide
18 notice of the claim within the time limit set forth herein shall constitute grounds for rejection of
19 the claim.
20

21 B. Direct Negotiation will be the initial process utilized by the parties after issuance of
22 written notice of any claim arising out of or relating to this Agreement as specified immediately
23 above. Either the Owner or A-E may make a request for Direct Negotiations as an initial
24 attempt to resolve any claim, dispute, or other matter arising out of this Agreement. Direct
25 Negotiation representatives of the parties shall be the Owner's designated representative and
26 the A-E's designated representative. Any requested Direct Negotiation will take place at the
27 Project or at a mutually agreeable location specified by the parties' designated representatives,
28 and the Direct Negotiations shall take place as soon as reasonably practical after the request for
29 Direct Negotiation. The parties shall negotiate in good faith in an effort to resolve the claim,
30 dispute, or other matter arising out of the Agreement. Each party shall document the results of
31 the Direct Negotiation and these documents shall be exchanged between the parties.
32

33 C. Mediation. The parties agree that all claims, disputes or controversies between the
34 parties arising out of or relating to this Agreement, or breach thereof and not resolved by
35 Direct Negotiation per Paragraph B hereinabove, shall initially be submitted to non-binding
36 mediation before a mediator mutually agreed upon by the parties. In the event the parties are
37 unable to agree upon the identity of the mediator within fifteen days from the date either party
38 submits a written request to mediate a claim, dispute or controversy, the mediator shall be
39 selected and the mediation administered under the Construction Mediation Rules of the
40 American Arbitration Association. The costs and fees of the mediator shall be paid equally by
41 the parties. The parties shall negotiate in good faith in an effort to reach an agreement with
42 respect to the claim, dispute or controversy. Neither party shall commence or pursue
43 arbitration or litigation until the completion of mediation proceedings.
44

1 D. Arbitration: In the event that a claim remains unresolved after mediation, the claim may,
2 but need not be, decided by binding arbitration. The hearing in any arbitration or any judicial
3 proceeding shall be held in Sacramento County.
4

5 E. It is expressly agreed that, except upon mutual agreement of the parties, no mediation,
6 arbitration or litigation shall be initiated prior to the completion of the Project or termination
7 of this Agreement, whichever is earlier.
8

9 F. Claim certification: A-E acknowledges that it has read and is familiar with the
10 provisions of the False Claims Act (California Government Code Section 12650 et seq.).
11 Submission by A-E of a claim (as the term "claim" is defined in the False Claims Act) to Owner
12 in connection with the Project, whether on its behalf or on behalf of a subconsultant, shall
13 constitute a representation by A-E to Owner that submission of the claim does not in any
14 respect violate the False Claims Act. Any party with an interest in the claim, including any
15 subconsultant(s), shall certify under penalty of perjury the validity and accuracy of any claim
16 submitted to Owner, as provided below. Compliance with this claim certification requirement
17 shall be a condition precedent to any obligation Owner might otherwise have to review the
18 claim, and failure to provide such certification shall constitute a waiver of the claim. The claim
19 certification required by this paragraph shall provide as follows:
20

21 CLAIM CERTIFICATION

22

23 Under penalty of perjury, and with specific reference to the California False Claims Act,
24 Government Code Section 12650, et seq., I certify that submission of the attached claim is made
25 in good faith; that the supporting data prepared by the undersigned company, or its
26 subconsultant is accurate and complete to the best of my knowledge and belief; that submission
27 of the claim to Owner does not violate the False Claims Act; and that I am duly authorized to
28 certify the claim on behalf of claimant.
29

30 Dated: _____

31 Company _____

32
33 _____
34 Signature

35
36 _____
37 Title
38
39

1 **ARTICLE 21. SUCCESSORS AND ASSIGNS**

2
3 It is mutually understood and agreed that this Agreement shall be binding upon Owner
4 and its successors, and assigns, and upon A-E, its partners, successors, executors, and
5 administrators. Neither this Agreement, nor any monies due or to become due hereunder, may
6 be assigned by A-E without the consent and approval of Owner, which consent and approval
7 can be withheld for any reason, or no reason, in Owner's absolute discretion.
8
9

10 **ARTICLE 22. INDEMNITY**

11
12 A. A-E shall, with respect to all work which is covered by or incidental to this Agreement,
13 defend, indemnify, and hold harmless Owner, its officers, directors and employees (collectively
14 "Owner"), from and against any and all liens, claims, suits, actions and judgments asserted by
15 firms or individuals claiming through A-E, and any claims, liability, loss, damage, costs, or
16 expenses, including reasonable attorneys' fees, expert's fees, awards, fines, or judgments,
17 relating to the death or bodily injury to persons, injury to property, design defects, or other
18 loss, damage, or expense to the extent that any of the above are contributed to or caused by the
19 negligent acts, errors or omissions of A-E. A-E's duty to defend shall not include the duty to
20 provide a defense but shall include paying Owner for all defense costs incurred by Owner for
21 the claims described herein to the extent that A-E committed professional negligence (errors
22 and omissions) in the performance of its duties under this Agreement. However, A-E shall not
23 be obligated under this Agreement to indemnify Owner to the extent that the damage is caused
24 by the negligence or willful misconduct of Owner or its agent or servants other than A-E.
25

26 B. A-E shall indemnify, defend, and hold Owner harmless against any claim, suit, or action,
27 or any alleged violation or infringement of patent rights, copyrights, or other intellectual
28 property rights which may be made against Owner by reason of A-E's use, in connection with
29 or as a part of the Project, of anything which is now or may hereafter be covered by patent,
30 copyright, trademark, or other intellectual property rights, and also against all expenses,
31 including attorneys' fees and expert witness' fees, which Owner may incur in defending or
32 adjusting any such claim, suit, or action.
33

34 C. Owner shall defend, indemnify and hold harmless A-E, its officers, directors, employees
35 and subconsultants (collectively "A-E") from and against any and all claims, liability, loss,
36 damage, costs or expenses, including reasonable attorneys' fees, expert's fees, awards, fines or
37 judgments, to the extent caused by Owner's intentional acts or willful misconduct in the
38 performance of its obligations under this Agreement. Owner's duty to defend shall not include
39 the duty to provide a defense but shall include paying A-E for all defense costs incurred by A-E
40 for the claims described herein to the extent that Owner caused the injury and resulting
41 damages as a direct result of its intentional acts or willful misconduct. Owner shall not be
42 obligated under this Agreement to defend or indemnify A-E to the extent that the damage is
43 caused by the negligence or willful misconduct of A-E or its agents or servants.
44

45 D. A-E and Owner each agree to promptly serve notice on the other party of any claims
46 arising hereunder, and shall cooperate in the defense of any such claims.

1 E. The acceptance by Owner or its representatives of any certificate of insurance providing
2 for coverage of any kind shall in no event be deemed a waiver of any of the provisions of this
3 Article 22. None of the foregoing provisions shall deprive Owner or A-E of any action, right or
4 remedy otherwise available by law.
5
6

7 **ARTICLE 23. ADDITIONAL PROVISIONS** 8

9 Severability: In the event that any term or provision of this Agreement is held to be illegal,
10 invalid, or unenforceable, under applicable laws, regulations, or ordinances, such term or
11 provision shall be deemed severed from this Agreement and the remaining terms and
12 provisions shall continue in full force and effect.
13
14

15 **ARTICLE 24. FINGERPRINTING** 16

17 A. Education Code Section 45125.1 shall apply to the Project and this Agreement. The
18 District administrator initiating or responsible for this Agreement shall, pursuant to Section
19 45125.1 and District policy and guidelines, determine whether fingerprinting is required of A-
20 E or its employees. Once such determination is made, the administrator shall verify his/her
21 determination on the signature page of this Agreement. If the Administrator concludes
22 fingerprinting is required, the following shall apply:
23

24 1. The A-E shall, prior to commencement of work pursuant to this Agreement,
25 require any person affiliated with A-E (or, in appropriate cases, him or herself) to be
26 fingerprinted by the Department of Justice (DOJ) if that person will have unsupervised
27 access to occupied school campuses where children will be present. This provision
28 extends to all consultants hired by A-E that will have unsupervised access to occupied
29 school campuses. Upon verification from DOJ that those persons fingerprinted have no
30 record of a serious or violent felony as defined in Section 45122.1 of the California
31 Education Code, A-E will so certify by signing and submitting the A-E Certification
32 included herein as Exhibit E. In addition, A-E shall submit the names of those persons
33 who have received clearance and are authorized to have unsupervised access to school
34 campuses on a form as indicated in Exhibit E. A-E must contact the District regarding
35 appropriate access for those persons not cleared by DOJ for reasons other than a violent
36 or serious felony. In such case, A-E shall make arrangements with District for
37 appropriate access. No person with a violent or serious felony as reported by DOJ may
38 have access to the school campuses or provide any Services under this Agreement.
39

40 2. Failure to comply with this provision shall constitute grounds for termination of
41 this Agreement.
42
43
44

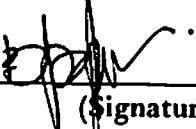
1 **ARTICLE 25. ENTIRE AGREEMENT**

2
3 A. All of the agreements between the parties are included herein, and no warranties,
4 expressed or implied, representations, promises, or statements have been made by either party
5 unless set forth herein, and no changes or waiver of any provision hereof shall be valid unless
6 made in writing and executed in the same manner as the Agreement.
7

8 B. Neither amendments to nor modifications of this Agreement shall be effective unless
9 signed by officials of A-E and Owner having authority equal to or greater than that of the
10 officials signing this Agreement. Owner and A-E hereby agree to the full performance of the
11 covenants contained herein.
12
13

Nacht & Lewis Architects

By: Brian Maytum, AIA, LEED AP
Principal



(Signature)

Date: 7/23/2012

600 Q Street, Suite 100
Sacramento, CA 95811
(916) 329-4000
(916)

Tax ID # 94-2488872

Center Unified School District

By: Scott Loehr
Superintendent



(Signature)

Date: 7/17/12

8408 Watt Avenue
Antelope, CA 95843
916 338-6400
916 338-6411

14
15 **Board Approval Date:** _____

16
17 **Department of Justice (DOJ) Fingerprinting:** Required
18

Exhibit A
Construction Budget, Project Schedule, and A-E Fees
Agreement
Between
Center Unified School District and Nacht & Lewis Architects
For
Master Planning Services at Sierra Vista Elementary School Site

Conceptual Construction Budget:

- TBD

Project Schedule:

- | | |
|----------------------------------------------------------|-------------------------|
| ➤ Preliminary kick off meeting with CUSD | July 12, 2012 |
| ➤ Developer/City/CUSD/M&L meeting | Week of July 23, 2012 |
| ➤ Draft Concept Plan to CUSD/Review with Developer/City | Week of August 13, 2012 |
| ➤ Final B&W Concept Plan to Developer/City | Week of August 27, 2012 |
| ➤ Final Color Rendered Plan to CUSD | Week of August 27, 2012 |
| ➤ Developer to submit Tentative Map to City of Roseville | September 1, 2012 |

A-E Fees:

A. Compensation for Basic Services:

1. The Owner shall compensate the A-E for performing the Basic Services described in Article 3 and Professional Services described in Article 4, within timeframes established in Article 12 as follows:

a) A lump sum fee not to exceed **Sixteen Thousand Seven Hundred Dollars (\$16,700.00).**

b) Included in the aforementioned fee, allowable reimbursable expenses are defined in Exhibit B. The A-E will not exceed the reimbursable expenses allowance without prior written authorization.

Exhibit B
Reimbursable Expenses and Hourly Fees for Extra Services
Agreement
Between
Center Unified School District and Nacht & Lewis Architects
For
Master Planning Services at Sierra Vista Elementary School Site

ALLOWABLE REIMBURSABLE EXPENSES:

A. The following are descriptive categories of work that may be considered for reimbursable costs provided Owner issues its written authorization before the costs are incurred:

1. Expenses of outside technical assistance deemed necessary and not included in Basic Services.
2. Fees advanced for securing approval of authorities having jurisdiction over the Project.
3. Additional insurance coverage above those coverages identified in Article 16.
4. Photo finishing other than documentation of existing conditions for the development of background drawings.
5. Owner-requested printing, plotting, telecopying, facsimile duplication expenses not covered under Basic Services.
6. Owner-requested special delivery, messenger or overnight carrier expenses.

B. Reimbursement shall be at cost for all reimbursable expenses. Those items requiring coordination by A-E can be billed to the Owner at one hundred five percent (105%) of the direct billing.

HOURLY FEES FOR EXTRA SERVICES:

A-E shall receive additional compensation for Extra Services as described in Articles 8 and 9 pursuant to the provisions set forth in Articles 8 and 11.

Nacht & Lewis Architects' proposed rate table:

<u>POSITION</u>	<u>RATE</u>
Principal	240.00
Director of Design	180.00
Senior Project Manager	170.00
Senior Planner	160.00
Project Manager	150.00
Senior Designer	150.00
Senior Project Architect	145.00
Senior Project Coordinator	140.00
Project Architect	135.00
Project Coordinator	125.00
Virtual Design Coordinator	125.00
Senior Design Technician	100.00
Interior Designer	95.00
Design Technician	85.00
Office Manager	100.00
Project Administrator	70.00
Administration	60.00

Exhibit C
A-E's Subconsultants
Agreement
Between
Center Unified School District and Nacht & Lewis Architects
For
Master Planning Services at Sierra Vista Elementary School Site

In accordance with Article 4, A-E shall submit a list of consultants performing any Services under this Agreement. A-E's subconsultants shall not be changed without Owner's prior written authorization.

- Warren Consulting Engineers – Civil
- The Engineering Enterprise – Electrical
- MTW Group – Landscape Irrigation

Scope of Services and Deliverables
Agreement
Between
Center Unified School District and Nacht & Lewis Architects
For
Master Planning Services at Sierra Vista Elementary School Site

Per Article 4, A-E is required to coordinate its work with consultants hired by the Owner.

- Meet with CUSD, Capital Program Management, JMC and City of Roseville as required to understand the nature of the proposed development, review requirements or all parties, discuss options and negotiate potential modifications to JMC's tentative map to best serve the future school site and the particular needs of Center USD.
- Generate several conceptual site plan options that provide the most efficient site utilization and best possible school site layout.
- Upon discussions with all parties, select the best option and develop it to a schematic level including parking, building layout, hard court and turf configurations, vehicle and pedestrian circulation and primary utility points of entry locations.
- Provide primary utility service connection sizes including: domestic, irrigation and fire water, storm drain, sanitary sewer, electrical and gas.
- Provide large and small format black and white and rendered colored graphic site plan.
- Provide basis of design narrative addressing school features and utility sizes.

Deliverables

- (2) +/- 30 x 40 board mounted, color rendered conceptual site plan
- (2) +/- 30 x 40 un-mounted black and white conceptual site plan
- (1) basis of design narrative
- (1) Electronic PDF file of conceptual site plan and basis of design narrative

Exhibit E

A-E DOJ Certification

Agreement

Between

Center Unified School District and Nacht & Lewis Architects

For

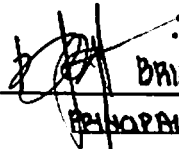
Master Planning Services at Sierra Vista Elementary School Site

I, BRIAN MAYTUM, on behalf of Nacht & Lewis Architects certify that, pursuant to Education Code Section 45125.1 and Article 24 of this Agreement, this business entity has conducted the required criminal background check(s) of all persons who will be providing services to the **Center Unified School District** on behalf of this business entity, and that none of those persons have been reported by the Department of Justice as having been convicted of a serious or violent felony as specified in Penal Code Sections 667.5(c) and/or 1192.7(c). I understand that this Certification is not to be signed and submitted until I have received clearance from DOJ regarding those persons named. As further required by Education Code 45125.1, attached hereto is a list of names of the employees or agents of A-E who will be providing services to **Center Unified School District** and who are required to be fingerprinted as provided in the Agreement. I agree to keep this list current and to notify the **Center Unified School District** of any addition/deletions as they occur.

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

Executed on 7/23/2012, in Sacramento, California.

(Seal of business)

By:  BRIAN MAYTUM
PRINCIPAL, NACHT & LEWIS

7/23/2012

Date

Exhibit E (continued)

List of Employees Authorized

To Come On To The School Campus

Agreement

Between

Center Unified School District and Nacht & Lewis Architects

For

Master Planning Services at Sierra Vista Elementary School Site

<u>Name:</u>	<u>Sierra Vista Elementary School Site</u>
BRIAN MANTUM	
FRANCIS HARRINGTON	
CHRIS FLATT	
ERIC SUFIENTE	

Exhibit F

Not Used

Exhibit G

Not Used

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Business Department

Date: 8/14/12

Action Item X

To: Board of Trustees

Information Item

From: Jeanne Bess 
Director of Fiscal Services

Attached Page

SUBJECT: Award of Contract for Mandated Cost Claims To
School Innovations & Advocacy (SI&A)
for Fiscal Year 2012/13

Jeanne Bess, Director of Fiscal Services requests approval in awarding a one year contract for filing mandated cost claims to School Innovations & Advocacy. The cost of a one year contract did not increase from the prior year and remains at \$10,000.

RECOMMENDATION: To award mandated cost claims contract to School Innovations & Advocacy as presented.

CONSENT AGENDA



MANDATEPREP® SERVICES AGREEMENT
Between
SCHOOL INNOVATIONS & ADVOCACY, INC.
And
CENTER JOINT UNIFIED SCHOOL DISTRICT

THIS AGREEMENT, dated August 14, 2012 (the "Agreement") is made by and between Center Joint Unified School District ("District"), and School Innovations & Advocacy, Inc., a California corporation ("SI&A"), each being a "Party" and collectively the "Parties".

RECITALS

WHEREAS, District is authorized to retain consulting services to assist District in the preparation and filing of reimbursement claims for the costs of the Mandate Reimbursement Process Program, legislatively mandated by the State of California ("State"), and SI&A is qualified to perform such services; and

WHEREAS, it is necessary and desirable that SI&A be retained by District for the purpose of performing consulting services;

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. **Agreement Period.** The Agreement period begins July 1, 2012 (the "Effective Date") and will automatically expire on June 30, 2013 (the "Expiration Date").

2. **Services.**

Description of Services. SI&A agrees to provide District the following consulting services ("Services") during the Agreement Period:

(a) **Prepare and file (based on information provided by District):**

- (1) 2011/2012 reimbursement claims;
- (2) Late and amended 2010/2011 reimbursement claims; and
- (3) Newly claimable programs approved by the Commission on State Mandates ("Commission") if the filing deadline is within the Agreement Period;

(b) Hold training sessions for District's staff during the Agreement Period, as necessary or appropriate (as reasonably determined by SI&A);

- (c) Monitor District's 2012/2013 mandated cost tracking systems;
- (d) Research and assist District with data collection for test claims approved by the Commission during the Agreement Period;
- (e) Serve as a liaison with the State Controller's Office and Commission regarding (i) statewide cost estimate request responses, and (ii) general questions from the State Controller's Office; and
- (f) Provide representation of District with respect to any State audit of claims that were prepared and submitted with SI&A's assistance pursuant to this Agreement, unless prior to claim submission SI&A advised District that SI&A would not provide audit assistance, due to potentially unresolved audit issues (such as documentation or data problems) or claim rejection concerns.

3. District's Obligations.

3.1 **District Responsibilities and Obligations.** District shall be responsible for the following: (a) ensuring District has record retention policies sufficient to maintain original documentation used in support of claims (for audit or examination by any State or regulatory agency); and (b) maintaining original supporting documents for a period of four (4) years after the State's first payment of the claim; and (c) District shall provide SI&A all records and information relevant to any claim in a timely manner and contact information for District's personnel to whom SI&A may direct inquiries. District understands and agrees that the results of SI&A's inquiries, the documentation obtained from District and other corroborating information may be used by SI&A for filing and/or supporting the reimbursement claims, or responding to audits or investigations.

3.2 **Claim Approval.** Upon presentation of a claim for District's approval, District agrees to review the claim and respond to SI&A by either: (a) certifying to SI&A, under penalties of perjury, that the time, costs and other data collected by District and furnished to SI&A in support of the claim are true and correct; or (b) provide SI&A with notice specifying why the foregoing certification may not be true. All notices and certifications must comply with the requirements of Section 4 of the Standard Terms and Conditions.

4. **California False Claims Act.** District acknowledges that reimbursement claims filed under this Agreement constitute "claims" under the California False Claims Act (California Government Code Section 12650, et seq.) ("False Claims Act") and consequently, District, its employees, contractors and other persons acting on its behalf, may be subject to the provisions of the False Claims Act. Among other things, the False Claims Act imposes liability for treble damages, penalties and costs of civil recovery actions upon persons who "knowingly" present or cause to be presented false claims, or who "knowingly" make or cause to be made false records or statements in support of a claim. Under the False Claims Act, "knowingly" means that a person, with respect to information, has actual knowledge of the information or acts in deliberate ignorance or reckless disregard of the truth or falsity of the information.

5. Payment of Fees.

5.1 **Fees.** For Services provided pursuant to the terms of this Agreement, District agrees to pay SI&A \$10,000 (the "Fee") for the fiscal year 2012/13.

5.2 Payment Plan. The Fee is payable in annual or semi-annual installments as indicated below. District must clearly mark one payment plan below. If a plan is not clearly identifiable by SI&A, then District agrees to pay the Fee on an annual basis.

☐ 1 annual payment due July 1, 2012.

☒ 2 semi-annual payments due July 1, 2012, and January 1, 2013.

5.3 Travel; Lodging Expenses. If SI&A reasonably determines that travel to District's site is necessary, SI&A and District shall schedule mutually convenient dates and times for such meetings. All travel and lodging expenses incurred by SI&A in connection with the Initial Scope of Services are included in the Fee.

6. Entire Agreement. This Agreement, including, without limitation, the Standard Terms and Conditions attached hereto as Exhibit A is the final expression of, and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.

7. Exhibits. All exhibits referred to in this Agreement are attached and incorporated herein by this reference.

8. Counter parts. This Agreement may be executed in counterparts, each of which shall be deemed an original, including copies sent to a party by facsimile transmission or in portable document format (pdf), as against the party signing such counterpart, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the District and SI&A have made and executed this Agreement as set forth below.

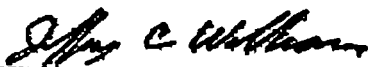
SI&A:

DISTRICT:

SCHOOL INNOVATIONS
& ADVOCACY, INC.

CENTER JOINT UNIFIED SCHOOL
DISTRICT

Signature:



Date Signed:

12/19/11

Print Name:

Jeffrey C. Williams

Title:

Chief Executive Officer

Company:

School Innovations & Advocacy

Address:

11130 Sun Center Dr, Suite 100

Rancho Cordova, CA 95670

Phone:

(800) 487-9234

Fax:

(888) 487-6441

Signature:



Date Signed:

8-14-12

Print Name:

Jeanne Bess

Title:

Director Fiscal Svcs

Address:

8408 Watt Ave

Antelope CA 95843

Phone:

(916) 338-6302

Fax:

916 338-6345

Email:

jess@centerusd.org

EXHIBIT A - STANDARD TERMS AND CONDITIONS

1. **Scope of Services; Independent Contractor.** SI&A's services described in the Agreement (the "Services") detail the initial scope of services anticipated by SI&A as of the effective date of the Agreement ("Initial Scope of Services"). District acknowledges that the Fee (as defined below) is based on this Initial Scope of Services. If SI&A determines that the Initial Scope of Services may be or has been increased anytime during the Agreement Period, SI&A reserves the right to increase the Fee to compensate for the unanticipated or additional services as mutually agreed upon in writing by both Parties. This Agreement is not for lobbying services and SI&A is not being retained to provide lobbying services to District. The parties agree that School Innovations & Advocacy is an independent contractor and the Agreement shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, association or any other relationship.
2. **Termination.** Either party may terminate the Agreement, with or without cause, by delivering written notice of termination to the other party not later than thirty (30) days prior to expiration of the Agreement Period. The effective date of termination shall be the Expiration Date of the Agreement. Upon termination, SI&A shall invoice District for any Fees owing and District shall pay the full invoice amount within thirty (30) days after receipt of SI&A's invoice. Except as set forth in this Section 2, neither party shall have any liability to the other for damages resulting solely from a party's termination of this Agreement in accordance with this Section 2.
3. **Termination Due to Changes in State Law.** If Legislation is enacted that eliminates or suspends K-12 education mandates, thereby making the filing of mandate reimbursement claims impossible or futile, District may immediately terminate this Agreement. Upon termination, SI&A will invoice District for any Fees owing and District shall pay the full invoice amount within thirty (30) days after receipt of SI&A's invoice. All other terminations shall be subject to the terms and conditions set forth in Section 2, above.
4. **Notice.** All Agreement notices must be in writing, directed to the party's address set forth below such party's signature in the Agreement and shall be deemed to be received in accordance with the following: (a) in the case of personal delivery, on the date of such delivery; (b) in the case of facsimile transmission, on the date upon which the sender receives confirmation by facsimile transmission that such notice was received by the addressee, provided that a copy of such transmission is additionally sent by mail as set forth in (d) below; (c) in the case of overnight courier, on the second business day following the day such notice was sent, with receipt confirmed by the courier; and (d) in the case of mailing by first class certified mail, postage prepaid, return receipt requested, on the fifth business day following such mailing. A party may change the address stated in the Agreement by giving notice to the other party.
5. **District's General Responsibilities; District Acknowledgment.** During the Agreement Period, in addition to the obligations set forth in the Agreement, District is responsible for the following: (a) ensuring that District, its employees and contractors properly identify and comply with laws and regulations applicable to District's activities; (b) completing any documents required by SI&A for any service obtained by District; (c) importing only data that reflects student performance to the grade level into the school site plan to ensure confidentiality and consistency with FERPA guidelines; and (d) monitoring assignments of login and passwords to assure FERPA compliance. District acknowledges that SI&A's full, accurate and timely performance under this Agreement is materially dependent upon District's reasonable cooperation and assistance. District further acknowledges that SI&A's Initial Scope of Services and Fee presume a reasonable amount of cooperation and assistance from District, such as District's timely provision of certain information, documentation and personnel. SI&A has explained its requirements in this regard to District and District agrees to meet these requirements.
6. **Further Assurances.** Upon request of the other party, SI&A or District shall execute and deliver additional instruments and take additional actions as may be necessary or appropriate to perform the Agreement.
7. **Assignment Prohibited.** Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other party. Any purported assignment in violation of the provisions of this Section 7 shall be null and void.
8. **Family Educational Rights and Privacy Act ("FERPA"); California Education Code.** SI&A may have limited access to student information only for purposes of providing the legally required notification services, if any, specified in this Agreement. SI&A performs the Services as an agent of District and has no right to access or utilize student information for any other purpose. SI&A, its officers and employees, shall comply with the Family Educational Rights and Privacy Act and California Education Code sections 49073 et seq. and/or sections 76240 et seq. at all times.
9. **Confidential and Proprietary Materials of SI&A.** During performance of the Agreement, SI&A may provide materials or disclose information to District that SI&A considers proprietary or confidential including, but not limited to SI&A's training handbooks, policy manuals, instructions, copyrighted checklists and forms ("SI&A's Materials"). District agrees that District acquires no interest of any kind in SI&A's Materials. At all times during and after the Agreement Period, District agrees (a) to keep SI&A's Materials in confidence and trust for SI&A; (b) not to disclose, duplicate or otherwise use SI&A's Materials, except in furtherance of SI&A's performance per the Agreement; (c) to limit access to SI&A's Materials to District's employees and/or contractors who have a "need to know;" and (d) to promptly return all copies of SI&A's Materials to SI&A after a request is made.
10. **Limitation of Liability; Indemnification.** In no event shall SI&A's liability to District, for any reason arising out of this Agreement, exceed the amount of the Fee actually received by SI&A under this Agreement. SI&A shall not be liable for any consequential damages. Each party agrees to defend, hold harmless, and indemnify the other party (and its officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including but not limited to personal injury, death at any time, and property damage) arising out of or made necessary by the indemnifying party's breach of the terms of this Agreement. In the event that any action or proceeding is brought against a party by reason of any claim or demand discussed in this Section 10, upon notice from the party, the indemnifying party shall defend the action or proceeding at the indemnifying party's expense, through counsel reasonably satisfactory to the other party. The obligations to indemnify set forth in this Section 10 shall include reasonable attorney's fees and investigation costs and all other reasonable costs, expenses, and liabilities from the time of giving the first notice of any claim or demand. The indemnifying party's obligations under this Section 10 shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage caused solely by the active negligence or by the willful misconduct of the other party.
11. **Governing Law; Enforcement Costs.** The Agreement shall be governed by and construed in accordance with the substantive laws of California. If any legal action (including arbitration) is commenced to enforce the Agreement's terms or a party's rights or obligations under this Agreement, then the prevailing party shall be entitled to recover all fees and costs incurred by the action, including reasonable attorneys' fees and arbitrators' fees, in addition to any other relief to which the party may be entitled.
12. **Judicial Reference.** In the event a dispute is not resolved through discussions and negotiations among the parties, the dispute shall be decided by general reference procedures pursuant to Code of Civil Procedure Section 638 et seq., as modified by the provisions of this Section 12, and any subsequent provisions mutually agreed upon in writing by the parties. The reference shall be conducted in accordance with California law, including, but not limited to, the Code of Civil Procedure and the Evidence Code. The parties shall be allowed to conduct discovery in the manner provided by Code of Civil Procedure Section 2017 et seq. **BOTH PARTIES HEREBY WAIVE A JURY TRIAL OR PROCEEDING IN CONNECTION WITH ANY DISPUTE ARISING OUT OF THIS AGREEMENT.** All general reference proceedings hereunder shall, unless all parties hereto otherwise agree, be conducted in a mutually agreeable location in the County of Sacramento, State of California.
13. **Modification; Interpretation; Severability; Construction.** No modification or supplement to any provision of the Agreement shall be valid, unless executed in writing by both parties. No provision of the Agreement shall be construed to require the commission of any act contrary to law. If any term, provision, covenant or condition of the Agreement is held to be invalid or otherwise unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. The headings preceding each Section and subsection of this Agreement are solely for convenience of reference only, are not part of the Agreement, and shall be disregarded in the interpretation of any portion of the Agreement. Whenever required by the context of the Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. The Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. Unless otherwise indicated, all references to paragraphs, Sections, subparagraphs and subsections are to the Agreement.
14. **Waiver.** Either party's failure at any time to enforce any default or right reserved to it, or to require performance of any of the Agreement's terms, covenants, provisions by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.
15. **Force Majeure.** A party shall not be liable under the Agreement as a result of any delay, failure or interruption caused by the other party or third parties, an act of God, acts or orders of governmental authorities, acts of civil or military authorities, catastrophes or other cause (other than financial) beyond the party's reasonable control, and such nonperformance will not be a default hereunder or a ground for termination of the Agreement.

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept. /Site: Business Department

Date: 08/03/2012

Action Item

To: Board of Trustees

Information Item

From: Jeanne Bess

Attached Page 1

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 2011 through June 2012.

RECOMMENDATION: That the CJUSD Board of Trustees approve the District Payroll Orders for July 2011 through June 2012.

CONSENT AGENDA

DISTRICT PAYROLL-SUMMARIZED FOR FISCAL YEAR ENDING JUNE 30,2012

	REGULAR	VARIABLE	SPECIAL	TOTAL PAYROLL	#OF TRANSACTIONS
JULY	\$ 919,793.88			\$ 919,793.88	191
AUG	\$ 2,152,467.80			\$ 2,152,467.80	492
SEPT	\$ 2,239,586.14			\$ 2,239,586.14	569
OCT	\$ 2,254,927.69			\$ 2,254,927.69	588
NOV	\$ 2,244,104.31			\$ 2,244,104.31	584
DEC	\$ 639,442.61			\$ 639,442.61	346
3-Jan	\$ 1,613,474.46			\$ 1,613,474.46	250
JAN	\$ 2,206,119.40			\$ 2,206,119.40	578
FEB	\$ 2,237,828.30			\$ 2,237,828.30	593
MARCH	\$ 2,240,804.80			\$ 2,240,804.80	600
APRIL	\$ 2,290,609.63			\$ 2,290,609.63	607
MAY	\$ 2,307,690.07			\$ 2,307,690.07	595
JUNE	\$ 620,976.55			\$ 620,976.55	562
SPECIAL	\$ 61,885.10			\$ 61,885.10	289

\$ 24,029,710.74	\$ -	\$ -	\$ 24,029,710.74	6844
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Center Joint Unified School District

AGENDA REQUEST FOR:

Dept. /Site: Business Department

Date: 08/03/2012

Action Item

To: Board of Trustees

Information Item

From: Jeanne Bess

Attached Page 1

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 July 2012.

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

CONSENT AGENDA

DISTRICT PAYROLL-SUMMARIZED FOR FISCAL YEAR ENDING JUNE 30,2012

	REGULAR	VARIABLE	SPECIAL	TOTAL PAYROLL	#OF TRANSACTIONS
JULY	\$ 899,827.42			\$ 899,827.42	182
AUG				\$ -	
SEPT				\$ -	
OCT				\$ -	
NOV				\$ -	
DEC				\$ -	
3-Jan				\$ -	
JAN				\$ -	
FEB				\$ -	
MARCH				\$ -	
APRIL				\$ -	
MAY				\$ -	
JUNE				\$ -	
SPECIAL				\$ -	

\$ 899,827.42	\$ -	\$ -	\$ 899,827.42	182
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Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Business Department

Date: August 2012

Action Item

To: Board of Trustees

Information Item

From: Jeanne Bess

Attached Pages

SUBJECT: Supplemental Agenda – Commercial Warrant Registers

June 6, 2012, 130,599.30, June 13, 2012, 134,681.56, June 21, 2012, 447,083.37, July 12, 2012, 419,420.92, July 18, 2012, 391,138.90.

The commercial warrant payments to vendors totals
\$ 1,522,924.05.

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

CONSENT AGENDA

XV-17

81 CENTER UNIFIED SCHOOL DIST.
061512 F

ACCOUNTS PAYABLE PRELIST

J8820 APY500 H.02.05 06/13/12 PAGE 0

Batch status: A All

From batch: 0069

To batch: 0069

Include Revolving Cash: Y

Include Address: N

81 CENTER UNIFIED SCHOOL DIST.
061512 F

ACCOUNTS PAYABLE PRELIST
BATCH: 0069 061512
FUND : 01 GENERAL FUND

J8820 APY500 H.02.05 06/13/12 PAGE 1
<< 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		
015797/00	ACE SUPPLY HARDWARE NORTH						
91 PO-120181	06/15/2012	88521/2	1	01-8150-0-4300-106-0000-8110-007-000	NN P	37.87	37.87
91 PO-120181	06/15/2012	88566/2	1	01-8150-0-4300-106-0000-8110-007-000	NN P	9.58	9.58
TOTAL PAYMENT AMOUNT						47.45 *	47.45
010669/00	ALHAMBRA & SIERRA SPRINGS						
466 PO-120410	06/15/2012	4780818 060612	1	01-0000-0-4300-105-0000-7200-005-000	NN P	21.95	21.95
TOTAL PAYMENT AMOUNT						21.95 *	21.95
021763/00	ALL STAR RENTS						
2333 PO-121943	06/15/2012	309140	2	01-0000-0-5800-106-0000-8110-007-000	NN P	65.80	65.80
2333 PO-121943	06/15/2012	309016	2	01-0000-0-5800-106-0000-8110-007-000	NN F	307.37	307.37
TOTAL PAYMENT AMOUNT						373.17 *	373.17
010549/00	ALLIED BUILDING PRODUCTS						
2310 PO-121927	06/15/2012	121927	1	01-8150-0-4300-106-0000-8110-007-000	NN F	2,000.00	1,993.38
TOTAL PAYMENT AMOUNT						1,993.38 *	1,993.38
022470/00	ATKINSON YOUTH SERVICES						
2322 PO-121987	06/15/2012	MAR12	1	01-6500-0-5800-102-5750-1180-003-000	NN P	387.60	387.60
2322 PO-121987	06/15/2012	APR-12	1	01-6500-0-5800-102-5750-1180-003-000	NN P	2,067.20	2,067.20
TOTAL PAYMENT AMOUNT						2,454.80 *	2,454.80
021604/00	ATLAS DISPOSAL INDUSTRIES						
13 PO-120153	06/15/2012	458103	1	01-0000-0-5550-106-0000-8110-007-000	NN P	160.06	160.06
13 PO-120153	06/15/2012	458105	1	01-0000-0-5550-106-0000-8110-007-000	NN P	376.40	376.40
13 PO-120153	06/15/2012	458104	1	01-0000-0-5550-106-0000-8110-007-000	NN P	242.43	242.43
13 PO-120153	06/15/2012	458106	1	01-0000-0-5550-106-0000-8110-007-000	NN P	1,265.03	1,265.03
13 PO-120153	06/15/2012	460375	1	01-0000-0-5550-106-0000-8110-007-000	NN P	543.92	543.92
13 PO-120153	06/15/2012	460377	1	01-0000-0-5550-106-0000-8110-007-000	NN P	476.93	476.93
13 PO-120153	06/15/2012	460378	1	01-0000-0-5550-106-0000-8110-007-000	NN P	243.17	243.17
13 PO-120153	06/15/2012	460379	1	01-0000-0-5550-106-0000-8110-007-000	NN P	782.00	782.00
13 PO-120153	06/15/2012	460380	1	01-0000-0-5550-106-0000-8110-007-000	NN P	194.17	194.17
TOTAL PAYMENT AMOUNT						4,284.11 *	4,284.11

81 CENTER UNIFIED SCHOOL DIST.
061512 F

ACCOUNTS PAYABLE PRELIST
BATCH: 0069 061512
FUND : 01 GENERAL FUND

J8820 APY500 H.02.05 06/13/12 PAGE 2
<< 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				
010340/00	CALIFORNIA STATE DEPARTMENT OF						
1343 PO-121125	06/15/2012	906786	1 01-0000-0-5800-110-0000-7200-004-000 NN P			64.00	64.00
TOTAL PAYMENT AMOUNT						64.00 *	64.00
021036/00	CCHAT CENTER						
508 PO-120450	06/15/2012	CENT6-2012	1 01-6500-0-5800-102-5750-1180-003-000 NN F			656.04	745.02
TOTAL PAYMENT AMOUNT						745.02 *	745.02
017639/00	CDT INC.						
479 PO-120423	06/15/2012	24754	1 01-0000-0-5800-110-0000-7200-004-000 NN F			298.00	502.00
TOTAL PAYMENT AMOUNT						502.00 *	502.00
010407/00	CENTER UNIFIED REVOLVING FUND						
2402 PO-121990	06/15/2012	4057 AWARDS BY KAY	1 01-0000-0-5800-110-0000-7200-004-000 NN F			244.48	244.48
TOTAL PAYMENT AMOUNT						244.48 *	244.48
021175/00	CINTAS DOCUMENT MANAGEMENT						
1159 PO-120993	06/15/2012	DG37047303	1 01-0000-0-5800-371-0000-2700-012-000 NN P			30.00	30.00
1426 PO-121190	06/15/2012	dg37047304	1 01-0000-0-5800-472-1110-1000-014-472 NN P			30.00	30.00
TOTAL PAYMENT AMOUNT						60.00 *	60.00
015699/00	CLARK SECURITY PRODUCTS						
29 PO-120159	06/15/2012	SA09940901	1 01-8150-0-4300-106-0000-8110-007-000 NN P			490.89	490.89
TOTAL PAYMENT AMOUNT						490.89 *	490.89
016813/00	CORTELCO INC						
2309 PO-121926	06/15/2012	104839-00	1 01-8150-0-4300-106-0000-8110-007-000 NN P			609.09	609.09
TOTAL PAYMENT AMOUNT						609.09 *	609.09

81 CENTER UNIFIED SCHOOL DIST.
061512 F

ACCOUNTS PAYABLE PRELIST
BATCH: 0069 061512
FUND : 01 GENERAL FUND

J8820 APY500 H.02.05 06/13/12 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				
015735/00	COUNTY OF SACRAMENTO						
1756 PO-121464	06/15/2012	16243	1 01-0000-0-5800-106-0000-8110-007-000 NN P			25.00	25.00
TOTAL PAYMENT AMOUNT						25.00 *	25.00
010583/00	DEL PASO PIPE & STEEL CO.						
33 PO-120025	06/15/2012	335455	1 01-8150-0-4300-106-0000-8110-007-000 NN P			490.26	490.26
TOTAL PAYMENT AMOUNT						490.26 *	490.26
016681/00	DEPARTMENT OF INDUSTRIAL						
34 PO-120026	06/15/2012	E1015876SA	1 01-0000-0-5800-106-0000-8200-007-000 NN P			125.00	125.00
TOTAL PAYMENT AMOUNT						125.00 *	125.00
021794/00	EAGLE SOFTWARE INC						
2417 PO-121996	06/15/2012	SUP-CENTERUSD 12.13	1 01-0000-0-5612-115-0000-7700-007-000 NN F			3,400.00	3,400.00
2417 PO-121996	06/15/2012	SUP CENTERUSD 12.13	2 01-0000-0-9330-000-0000-0000-000-000 NN F			10,200.00	10,200.00
TOTAL PAYMENT AMOUNT						13,600.00 *	13,600.00
010336/00	ECOTECH PEST MANAGEMENT INC						
2123 PO-121764	06/15/2012	1134	1 01-0000-0-5500-106-0000-8110-007-000 NN F			788.00	787.00
TOTAL PAYMENT AMOUNT						787.00 *	787.00
010592/00	EWING IRRIGATION PRODUCTS						
39 PO-120029	06/15/2012	00109-4848771	1 01-0000-0-4300-106-0000-8110-007-000 NN P			922.81	922.81
TOTAL PAYMENT AMOUNT						922.81 *	922.81
018577/00	FULL COMPASS SYSTEMS LTD						
2353 PO-121953	06/15/2012	4322999	1 01-0036-0-4300-103-1110-1000-003-000 YN F			128.81	120.18
TOTAL PAYMENT AMOUNT						120.18 *	120.18
TOTAL USE TAX AMOUNT						9.31	

81 CENTER UNIFIED SCHOOL DIST.
061512 F

ACCOUNTS PAYABLE PRELIST
BATCH: 0069 061512
FUND : 01 GENERAL FUND

J8820 APY500 H.02.05 06/13/12 PAGE 4
<< 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				
021754/00	GAYNOR TELESYSTEMS INC						
2368 PO-121988	06/15/2012	6/15 25% DOWN	1 01-8150-0-6500-106-0000-8110-007-000 NN P			3,711.31	3,711.31
TOTAL PAYMENT AMOUNT			3,711.31 *				3,711.31
022347/00	GIVE SOMETHING BACK						
2385 PO-121978	06/15/2012	CI956788/4269-0	1 01-0000-0-4300-105-0000-7200-005-000 NN F			20.61	16.44
TOTAL PAYMENT AMOUNT			16.44 *				16.44
019814/00	GRAYBAR ELECTRIC COMPANY INC						
751 PO-120642	06/15/2012	960770742	1 01-8150-0-4300-106-0000-8110-007-000 NN P			135.77	135.77
TOTAL PAYMENT AMOUNT			135.77 *				135.77
013988/00	HAJOCA CORPORATION						
24 PO-120018	06/15/2012	S006769080.001	1 01-8150-0-4300-106-0000-8110-007-000 NN P			1,453.60	1,453.60
2352 PO-121952	06/15/2012	S006771904.001	1 01-8150-0-4300-106-0000-8110-007-000 YN P			1,262.69	1,262.69
TOTAL PAYMENT AMOUNT			2,716.29 *				2,716.29
TOTAL USE TAX AMOUNT			97.86				
019050/00	HAL'S AUTO CARE						
2305 PO-121921	06/15/2012	54179	1 01-7230-0-4300-112-0000-3600-007-000 NN P			37.71	37.71
TOTAL PAYMENT AMOUNT			37.71 *				37.71
015636/00	HASTIE'S SAND AND GRAVEL						
49 PO-120038	06/15/2012	109738	1 01-8150-0-4300-106-0000-8110-007-000 NN P			714.27	714.27
TOTAL PAYMENT AMOUNT			714.27 *				714.27
017626/00	HOIST DOCTOR						
1787 PO-121489	06/15/2012	6749	1 01-7230-0-5600-112-0000-3600-007-000 NN P			8,871.63	8,871.63
1787 PO-121489	06/15/2012	6605	1 01-7230-0-5600-112-0000-3600-007-000 NN F			1,128.37	1,094.22
TOTAL PAYMENT AMOUNT			9,965.85 *				9,965.85

81 CENTER UNIFIED SCHOOL DIST.
061512 F

ACCOUNTS PAYABLE PRELIST
BATCH: 0069 061512
FUND : 01 GENERAL FUND

J8820 APY500 H.02.05 06/13/12 PAGE 5
<< 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		
010830/00		HOLT OF CALIFORNIA					
2161 PO-121792	06/15/2012	SWO40072232CM	1	01-7230-0-4300-112-0000-3600-007-000	NN P	474.08	474.08
TOTAL PAYMENT AMOUNT						474.08 *	474.08
017002/00		HOME DEPOT CREDIT SERVICES					
53 PO-120041	06/15/2012	66691931823	1	01-0000-0-4300-106-0000-8110-007-000	NN P	159.30	159.30
52 PO-120163	06/15/2012	66690112813	1	01-8150-0-4300-106-0000-8110-007-000	NN F	415.83	594.53
2403 PO-121991	06/15/2012	66690105437	1	01-8150-0-4300-106-0000-8110-007-000	NN P	534.45	534.45
2403 PO-121991	06/15/2012	66690211292	1	01-8150-0-4300-106-0000-8110-007-000	NN P	265.18	265.18
2403 PO-121991	06/15/2012	66690241547	1	01-8150-0-4300-106-0000-8110-007-000	NN P	255.85	255.85
2403 PO-121991	06/15/2012	66692795649	1	01-8150-0-4300-106-0000-8110-007-000	NN P	140.94	140.94
TOTAL PAYMENT AMOUNT						1,950.25 *	1,950.25
014507/00		HORIZON IRRIGATION					
55 PO-120164	06/15/2012	2A033039	1	01-0000-0-4300-106-0000-8110-007-000	NN P	202.14	202.14
TOTAL PAYMENT AMOUNT						202.14 *	202.14
018990/00		INTERSTATE BATTERY SYSTEM					
1319 PO-121109	06/15/2012	40024270	1	01-7230-0-4300-112-0000-3600-007-000	NN P	687.12	687.12
TOTAL PAYMENT AMOUNT						687.12 *	687.12
021789/00		JABBERGYM INC					
2399 PO-121997	06/15/2012	2542	1	01-6500-0-5800-102-5750-1180-003-000	NN F	285.00	285.00
TOTAL PAYMENT AMOUNT						285.00 *	285.00
022406/00		MAXIM HEALTHCARE SERVICES INC					
2413 PO-122002	06/15/2012	0797930262	1	01-0000-0-5800-102-0000-3140-003-000	NN F	2,510.00	2,510.00
TOTAL PAYMENT AMOUNT						2,510.00 *	2,510.00
017315/00		NAPA AUTO PARTS - GENUINE AUTO					
1320 PO-121110	06/15/2012	863138	1	01-7230-0-4300-112-0000-3600-007-000	NN P	56.13	56.13
1320 PO-121110	06/15/2012	863733	1	01-7230-0-4300-112-0000-3600-007-000	NN P	47.23	47.23
1320 PO-121110	06/15/2012	863867	1	01-7230-0-4300-112-0000-3600-007-000	NN P	87.92	87.92
1320 PO-121110	06/15/2012	863928/865616	1	01-7230-0-4300-112-0000-3600-007-000	NN P	56.00	56.00

81 CENTER UNIFIED SCHOOL DIST.
061512 F

ACCOUNTS PAYABLE PRELIST
BATCH: 0069 061512
FUND : 01 GENERAL FUND

J8820 APY500 H.02.05 06/13/12 PAGE 6
<< 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				
017315 (CONTINUED)							
1320 PO-121110	06/15/2012	864248	1 01-7230-0-4300-112-0000-3600-007-000 NN P			16.13	16.13
1320 PO-121110	06/15/2012	864861	1 01-7230-0-4300-112-0000-3600-007-000 NN P			62.65	62.65
1320 PO-121110	06/15/2012	866310	1 01-7230-0-4300-112-0000-3600-007-000 NN P			89.36	89.36
1320 PO-121110	06/15/2012	866311	1 01-7230-0-4300-112-0000-3600-007-000 NN P			44.33	44.33
1320 PO-121110	06/15/2012	866364	1 01-7230-0-4300-112-0000-3600-007-000 NN P			5.26	5.26
1320 PO-121110	06/15/2012	866366	1 01-7230-0-4300-112-0000-3600-007-000 NN P			28.75	28.75
1320 PO-121110	06/15/2012	866380	1 01-7230-0-4300-112-0000-3600-007-000 NN P			177.53	177.53
1320 PO-121110	06/15/2012	866394	1 01-7230-0-4300-112-0000-3600-007-000 NN P			55.14	55.14
1320 PO-121110	06/15/2012	866515	1 01-7230-0-4300-112-0000-3600-007-000 NN P			14.94	14.94
TOTAL PAYMENT AMOUNT						741.37 *	741.37
021255/00 NELIPOVICH, LUDA							
2406 PO-121995	06/15/2012	MILEAGE JAN-MAY	1 01-0000-0-5800-103-0000-2110-003-000 NN F			49.96	49.96
TOTAL PAYMENT AMOUNT						49.96 *	49.96
017576/00 OFFICE DEPOT/BUS.SERVICES DIV							
2314 PO-121957	06/15/2012	611885364001	1 01-6501-0-4300-601-5770-1190-017-000 NN F			275.58	275.58
TOTAL PAYMENT AMOUNT						275.58 *	275.58
019700/00 PITNEY BOWES INC							
364 PO-120323	06/15/2012	296528-AP12	1 01-0000-0-7439-106-0000-9100-007-000 NN F			1,530.00	1,530.00
TOTAL PAYMENT AMOUNT						1,530.00 *	1,530.00
019460/00 PLACER COUNTY OFFICE OF ED							
1915 PO-121599	06/15/2012	AR12-0085	1 01-6501-0-5200-601-5770-1190-017-000 NN F			200.00	200.00
1993 PO-121674	06/15/2012	AR12-00880	1 01-6501-0-5200-601-5770-1190-017-000 NN F			15.00	45.00
TOTAL PAYMENT AMOUNT						245.00 *	245.00
014069/00 PLATT ELECTRIC SUPPLY							
1249 PO-121068	06/15/2012	1695223	1 01-8150-0-4300-106-0000-8110-007-000 NN P			12.93	12.93
1249 PO-121068	06/15/2012	1741267	1 01-8150-0-4300-106-0000-8110-007-000 NN P			255.56	255.56
1249 PO-121068	06/15/2012	1704749	1 01-8150-0-4300-106-0000-8110-007-000 NN P			166.18	166.18
1249 PO-121068	06/15/2012	174821	1 01-8150-0-4300-106-0000-8110-007-000 NN P			56.40	56.40
1249 PO-121068	06/15/2012	1795449	1 01-8150-0-4300-106-0000-8110-007-000 NN P			121.49	121.49
TOTAL PAYMENT AMOUNT						612.56 *	612.56

81 CENTER UNIFIED SCHOOL DIST.
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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				
022525/00	POST-IT LLC						
2058 PO-121708	06/15/2012	APR.12	1 01-0000-0-5800-110-0000-7200-004-000 NN P			60.00	60.00
			TOTAL PAYMENT AMOUNT	60.00 *			60.00
021194/00	PRUDENTIAL OVERALL SUPPLY INC						
1185 PO-121007	06/15/2012	180132177	1 01-7230-0-5600-112-0000-3600-007-000 NN P			43.35	43.35
			TOTAL PAYMENT AMOUNT	43.35 *			43.35
010315/00	SACRAMENTO COUNTY OFFICE OF ED						
2409 PO-121993	06/15/2012	121562	1 01-6500-0-7130-102-5770-9200-003-000 NN F			8,500.00	8,500.00
			TOTAL PAYMENT AMOUNT	8,500.00 *			8,500.00
010266/00	SACRAMENTO COUNTY UTILITIES						
2128 PO-121766	06/15/2012	50000185866	1 01-0000-0-5540-106-0000-8110-007-000 NN P			600.90	600.90
			TOTAL PAYMENT AMOUNT	600.90 *			600.90
013973/00	SAMBA HOLDINGS INC						
154 PO-120102	06/15/2012	INV00014097	2 01-7230-0-4300-112-0000-3600-007-000 NN P			25.02	25.02
			TOTAL PAYMENT AMOUNT	25.02 *			25.02
018297/00	SCHOOL SERVICES OF CALIFORNIA						
2024 PO-121683	06/15/2012	W07007-IN	1 01-0000-0-5200-105-0000-7200-005-000 NN F			250.00	250.00
			TOTAL PAYMENT AMOUNT	250.00 *			250.00
011500/00	SIA / DELTA DENTAL						
PV-121069	06/15/2012	JUNE SIA DENTAL	01-0000-0-9552-000-0000-0000-000-000 NN				44,441.68
			TOTAL PAYMENT AMOUNT	44,441.68 *			44,441.68
017106/00	SIA/VISION SERVICE PLAN						
PV-121070	06/15/2012	JUNE SIA VISIONS	01-0000-0-9552-000-0000-0000-000-000 NN				4,990.61
			TOTAL PAYMENT AMOUNT	4,990.61 *			4,990.61

81 CENTER UNIFIED SCHOOL DIST.
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ACCOUNTS PAYABLE PRELIST
BATCH: 0069 061512
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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					
017883/00	SIMPLEXGRINNELL LP							
86 PO-120177	06/15/2012	75226427	1 01-8150-0-5800-106-0000-8110-007-000 NN P				150.00	150.00
86 PO-120177	06/15/2012	752266422	1 01-8150-0-5800-106-0000-8110-007-000 NN P				150.00	150.00
86 PO-120177	06/15/2012	75226423	1 01-8150-0-5800-106-0000-8110-007-000 NN P				150.00	150.00
86 PO-120177	06/15/2012	75226424	1 01-8150-0-5800-106-0000-8110-007-000 NN P				187.50	187.50
86 PO-120177	06/15/2012	67864627	1 01-8150-0-5800-106-0000-8110-007-000 NN P				351.32	351.32
86 PO-120177	06/15/2012	67864628	1 01-8150-0-5800-106-0000-8110-007-000 NN P				829.25	829.25
TOTAL PAYMENT AMOUNT			1,818.07 *					1,818.07
014863/00	SPECIALIZED ED OF CALIFORNIA							
493 PO-120435	06/15/2012	0008556-IN	1 01-6500-0-5800-102-5750-1180-003-000 NN P				3,243.30	3,243.30
TOTAL PAYMENT AMOUNT			3,243.30 *					3,243.30
018370/00	STANLEY CONVERGENT SECURITY							
369 PO-120326	06/15/2012	9298003	1 01-0000-0-5800-106-0000-8110-007-000 NN P				206.67	206.67
TOTAL PAYMENT AMOUNT			206.67 *					206.67
021813/00	SUREWEST							
93 PO-120183	06/15/2012	604457-0001	1 01-0000-0-5902-106-0000-8110-007-000 NN F				127.45	536.61
TOTAL PAYMENT AMOUNT			536.61 *					536.61
019101/00	SURRYHNE, CAROL							
2398 PO-121989	06/15/2012	31.92	1 01-7230-0-5210-112-0000-3600-007-000 NN F				31.92	31.92
2398 PO-121989	06/15/2012	REIMB	2 01-7230-0-5800-112-0000-3600-007-000 NN F				21.40	21.40
TOTAL PAYMENT AMOUNT			53.32 *					53.32
014079/00	THYSSENKRUPP ELEVATOR CORP							
95 PO-120063	06/15/2012	1090111746	1 01-0000-0-5600-106-0000-8110-007-000 NN P				876.62	876.62
95 PO-120063	06/15/2012	1090111747	1 01-0000-0-5600-106-0000-8110-007-000 NN P				97.41	97.41
TOTAL PAYMENT AMOUNT			974.03 *					974.03

81 CENTER UNIFIED SCHOOL DIST.
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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				
017756/00	TIGER DIRECT INC						
2359 PO-121963	06/15/2012	J03954200103	1 01-0029-0-4400-472-1110-1000-014-000 YN F			668.02	659.94
TOTAL PAYMENT AMOUNT						659.94 *	659.94
TOTAL USE TAX AMOUNT						51.15	
016370/00	TWIN RIVERS UNIFIED SCH DIST						
390 PO-120348	06/15/2012	JUNE 123622	1 01-0031-0-5801-110-0000-8300-004-000 NN F			7,333.37	11,333.33
TOTAL PAYMENT AMOUNT						11,333.33 *	11,333.33
022179/00	US HEALTHWORKS						
1781 PO-121484	06/15/2012	2079018-CA	1 01-0000-0-5800-110-0000-7200-004-000 NN P			58.00	58.00
1781 PO-121484	06/15/2012	2084667-CA	1 01-0000-0-5800-110-0000-7200-004-000 NN P			20.00	20.00
1781 PO-121484	06/15/2012	2088108-CA	1 01-0000-0-5800-110-0000-7200-004-000 NN P			20.00	20.00
1781 PO-121484	06/15/2012	2091672-CA	1 01-0000-0-5800-110-0000-7200-004-000 NN P			60.00	60.00
1781 PO-121484	06/15/2012	2094951-CA	1 01-0000-0-5800-110-0000-7200-004-000 NN P			58.00	58.00
TOTAL PAYMENT AMOUNT						216.00 *	216.00
014545/00	WELLS FARGO INSURANCE SERVICES						
2404 PO-121992	06/15/2012	720218	1 01-7230-0-5800-112-0000-3600-007-000 NN F			100.00	100.00
TOTAL PAYMENT AMOUNT						100.00 *	100.00
019842/00	WFCB-OSH COMMERCIAL SERVICES						
2266 PO-121882	06/15/2012	021103127106042012	1 01-8150-0-4300-106-0000-8110-007-000 NN P			25.80	25.80
2266 PO-121882	06/15/2012	021101424906042012	1 01-8150-0-4300-106-0000-8110-007-000 NN P			9.69	9.69
2266 PO-121882	06/15/2012	021101332505302012	1 01-8150-0-4300-106-0000-8110-007-000 NN P			32.29	32.29
TOTAL PAYMENT AMOUNT						67.78 *	67.78
014057/00	WINCKLER, DEBBIE						
2405 PO-121994	06/15/2012	REIMB	1 01-0000-0-5210-110-0000-7200-004-000 NN F			17.56	17.56
TOTAL PAYMENT AMOUNT						17.56 *	17.56

81 CENTER UNIFIED SCHOOL DIST.
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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				
010649/00		WOODLAND TRACTOR					
107 PO-120073	06/15/2012	P17458	1 01-0000-0-4300-106-0000-8110-007-000 NN P			33.89	33.89
TOTAL PAYMENT AMOUNT						33.89 *	33.89
TOTAL FUND PAYMENT						132,993.35 **	132,993.35
TOTAL USE TAX AMOUNT						158.32	

81 CENTER UNIFIED SCHOOL DIST.
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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					

016279/00	P&R PAPER SUPPLY							
287 PO-120265	06/15/2012	N29544-00	1 13-5310-0-4300-108-0000-3700-007-000 NN P			842.84	842.84	
TOTAL PAYMENT AMOUNT						842.84 *	842.84	
011255/00	SARA LEE BAKERY GROUP							
280 PO-120258	06/15/2012	OH	1 13-5310-0-4700-108-0000-3700-007-000 NN P			209.60	209.60	
280 PO-120258	06/15/2012	DU	1 13-5310-0-4700-108-0000-3700-007-000 NN P			119.20	119.20	
280 PO-120258	06/15/2012	CHS	1 13-5310-0-4700-108-0000-3700-007-000 NN P			55.81	55.81	
280 PO-120258	06/15/2012	NC	1 13-5310-0-4700-108-0000-3700-007-000 NN P			158.15	158.15	
280 PO-120258	06/15/2012	SP	1 13-5310-0-4700-108-0000-3700-007-000 NN P			154.35	154.35	
280 PO-120258	06/15/2012	WCR	1 13-5310-0-4700-108-0000-3700-007-000 NN P			148.26	148.26	
TOTAL PAYMENT AMOUNT						845.37 *	845.37	
TOTAL FUND PAYMENT						1,688.21 **	1,688.21	
TOTAL BATCH PAYMENT						134,681.56 ***	0.00	134,681.56
TOTAL USE TAX AMOUNT						158.32		
TOTAL DISTRICT PAYMENT						134,681.56 ****	0.00	134,681.56
TOTAL USE TAX AMOUNT						158.32		
TOTAL FOR ALL DISTRICTS:						134,681.56 ****	0.00	134,681.56
TOTAL USE TAX AMOUNT						158.32		

Number of warrants to be printed: 62, not counting voids due to stub overflows.

81 CENTER UNIFIED SCHOOL DIST.
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Batch status: A All

From batch: 0071

To batch: 0071

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						
115 PO-120076	06/22/2012	4781257 060712	1 01-7230-0-4300-112-0000-3600-007-000 NN F			41.30	54.40
10 PO-120151	06/22/2012	4782453 060712	1 01-8150-0-4300-106-0000-8110-007-000 NN P			38.47	38.47
248 PO-120230	06/22/2012	4780794-060712	1 01-0000-0-4300-103-0000-7200-003-000 NN P			41.42	41.42
618 PO-120533	06/22/2012	4781839 060712	1 01-0000-0-4300-475-3200-2700-015-000 NN P			15.46	15.46
TOTAL PAYMENT AMOUNT			149.75 *				149.75
018533/00	ATKINSON ANDELSON LOYA RUUD						
729 PO-120636	06/22/2012	406074	1 01-0000-0-5804-105-0000-7200-005-000 NE P			55.00	55.00
TOTAL PAYMENT AMOUNT			55.00 *				55.00
022470/00	ATKINSON YOUTH SERVICES						
2322 PO-121987	06/22/2012	MAY-12	1 01-6500-0-5800-102-5750-1180-003-000 NN P			2,713.20	2,713.20
TOTAL PAYMENT AMOUNT			2,713.20 *				2,713.20
010442/00	BAR HEIN						
19 PO-120013	06/22/2012	387986	1 01-0000-0-4300-106-0000-8110-007-000 NN F			257.41	316.80
TOTAL PAYMENT AMOUNT			316.80 *				316.80
015662/00	BEHAVIORAL EDUCATION FOR						
2422 PO-122009	06/22/2012	1976	1 01-6500-0-5800-102-5750-1180-003-000 NN F			604.65	604.65
TOTAL PAYMENT AMOUNT			604.65 *				604.65
014056/00	BENDER, LINDA						
2423 PO-122010	06/22/2012	REIMB	2 01-6520-0-5210-472-5770-1110-003-000 NN F			15.83	15.83
2423 PO-122010	06/22/2012	REIMB	1 01-9520-0-5210-472-1110-1000-003-000 NN F			15.81	15.81
TOTAL PAYMENT AMOUNT			31.64 *				31.64
021051/00	CHILD ABUSE PREVENTION COUNCIL						
2427 PO-122014	06/22/2012	6502	1 01-0000-0-5800-601-1110-1000-017-093 NN F			5,746.64	5,746.64
TOTAL PAYMENT AMOUNT			5,746.64 *				5,746.64

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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				
010832/00		COMMERCIAL SPEEDOMETER SERVICE						
125	PO-120083	06/22/2012	43082	1 01-7230-0-4300-112-0000-3600-007-000 NN P			286.59	286.59
				TOTAL PAYMENT AMOUNT	286.59 *			286.59
015718/00		CUSTOM BENEFIT ADMINISTRATORS						
	PV-121073	06/22/2012	CBA JUNE 29,2012	01-0000-0-9552-000-0000-0000-000-000 NN				450.00
				TOTAL PAYMENT AMOUNT	450.00 *			450.00
016681/00		DEPARTMENT OF INDUSTRIAL						
34	PO-120026	06/22/2012	E1017454SA	1 01-0000-0-5800-106-0000-8200-007-000 NN P			225.00	225.00
				TOTAL PAYMENT AMOUNT	225.00 *			225.00
016855/00		DEPARTMENT OF TOXIC SUBSTANCES						
2415	PO-122003	06/22/2012	CAD 980815526	1 01-8150-0-5800-106-0000-8110-007-000 NN F			269.50	269.50
				TOTAL PAYMENT AMOUNT	269.50 *			269.50
018277/00		EASTER SEAL SOCIETY OF CA. INC						
491	PO-120433	06/22/2012	MAY-12	1 01-6500-0-5800-102-5750-1180-003-000 NN P			1,110.38	1,110.38
				TOTAL PAYMENT AMOUNT	1,110.38 *			1,110.38
016266/00		ENVISION CONSULTING GROUP INC						
2426	PO-122013	06/22/2012	2012008	1 01-0000-0-5800-103-0000-2110-003-000 NN F			540.00	540.00
				TOTAL PAYMENT AMOUNT	540.00 *			540.00
013988/00		HAJOCA CORPORATION						
2352	PO-121952	06/22/2012	S006771251.001	1 01-8150-0-4300-106-0000-8110-007-000 NN P			373.26	373.26
2352	PO-121952	06/22/2012	S006771251.002	1 01-8150-0-4300-106-0000-8110-007-000 NN F			2,653.56	2,986.01
				TOTAL PAYMENT AMOUNT	3,359.27 *			3,359.27

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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				
010992/00	HARBOR FREIGHT TOOLS USA INC						
2303 PO-121920 06/22/2012 505022			1 01-0000-0-9320-000-0000-0000-000 NN P			23.54	23.54
2303 PO-121920 06/22/2012 503315			1 01-0000-0-9320-000-0000-0000-000 NN P			761.31	761.31
TOTAL PAYMENT AMOUNT				784.85 *			784.85
011219/00	HILLYARD INC.						
286 PO-120264 06/22/2012 600263723			1 01-0000-0-9320-000-0000-0000-000 NN P			119.04	119.04
TOTAL PAYMENT AMOUNT				119.04 *			119.04
021458/00	HUGHES HARDWOOD INC						
56 PO-120043 06/22/2012 211230			1 01-8150-0-4300-106-0000-8110-007-000 NN P			146.66	146.66
TOTAL PAYMENT AMOUNT				146.66 *			146.66
018925/00	INDEPENDENT STATIONERS						
2270 PO-121884 06/22/2012 IN 000176326			1 01-0000-0-4300-101-0000-7150-002-000 NN F			53.96	53.96
2270 PO-121884 06/22/2012 IN-000176326			2 01-0000-0-4300-120-0000-7110-001-000 NN F			23.79	23.79
TOTAL PAYMENT AMOUNT				77.75 *			77.75
017069/00	JOSTENS						
1991 PO-121657 06/22/2012 15129088			1 01-6300-0-5800-472-1110-1000-014-000 NN P			65.15	65.15
1991 PO-121657 06/22/2012 15037766			1 01-6300-0-5800-472-1110-1000-014-000 NN F			1,598.50	1,494.69
TOTAL PAYMENT AMOUNT				1,559.84 *			1,559.84
010355/00	KAISER						
PV-121072 06/22/2012 KAISER JULY			01-0000-0-9552-000-0000-0000-000 NN				186,520.57
TOTAL PAYMENT AMOUNT				186,520.57 *			186,520.57
010609/00	KELLY MOORE PAINT CO						
59 PO-120046 06/22/2012 202-00000222194			1 01-8150-0-4300-106-0000-8110-007-000 NN F			1,088.27	1,016.27
TOTAL PAYMENT AMOUNT				1,016.27 *			1,016.27

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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				
015080/00	LILLY PROPERTIES INC						
2175 PO-121806	06/22/2012	0614125	1 01-0000-0-5550-106-0000-8110-007-000 NN P			593.38	593.38
TOTAL PAYMENT AMOUNT						593.38 *	593.38
022172/00	MED TRANS MEDICAL/LEGAL						
2425 PO-122012	06/22/2012	647	1 01-6500-0-5800-102-5750-1180-003-000 NN F			240.00	240.00
TOTAL PAYMENT AMOUNT						240.00 *	240.00
017576/00	OFFICE DEPOT/BUS.SERVICES DIV						
2188 PO-121820	06/22/2012	607415232001	1 01-6250-0-4300-601-0000-3110-017-238 NN F			89.15	85.49
TOTAL PAYMENT AMOUNT						85.49 *	85.49
018882/00	PACENT LEARNING SOLUTIONS						
1825 PO-121521	06/22/2012	12-020	1 01-3010-0-4300-371-1110-1000-012-000 NN F			103.43	103.43
TOTAL PAYMENT AMOUNT						103.43 *	103.43
021050/00	PACHECO, SHAWNA						
2424 PO-122011	06/22/2012	JUNE MILEAGE	1 01-6520-0-5210-472-5770-1110-003-000 NN F			58.83	58.83
TOTAL PAYMENT AMOUNT						58.83 *	58.83
019375/00	PACIFIC COACHWAYS CHARTER						
1567 PO-121323	06/22/2012	21729	1 01-7220-0-5810-472-1110-1000-014-000 NN F			4,248.00	4,195.50
TOTAL PAYMENT AMOUNT						4,195.50 *	4,195.50
019460/00	PLACER COUNTY OFFICE OF ED						
1959 PO-121632	06/22/2012	AR12-00880	2 01-3010-0-5200-371-1110-1000-012-000 NN F			45.00	45.00
TOTAL PAYMENT AMOUNT						45.00 *	45.00
018535/00	POINT QUEST EDUCATION INC						
2429 PO-122016	06/22/2012	JUNE 2012	1 01-6500-0-5800-102-5750-1180-003-000 NN F			3,061.17	3,061.17
TOTAL PAYMENT AMOUNT						3,061.17 *	3,061.17

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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				
021401/00	PRACTI-CAL INC						
2430 PO-122017	06/22/2012	21522	1 01-5640-0-5800-103-0000-3140-003-000 NN P			4.16	4.16
2430 PO-122017	06/22/2012	21740	1 01-5640-0-5800-103-0000-3140-003-000 NN P			1,043.04	1,043.04
2430 PO-122017	06/22/2012	22094	1 01-5640-0-5800-103-0000-3140-003-000 NN P			161.07	161.07
2430 PO-122017	06/22/2012	22166	1 01-5640-0-5800-103-0000-3140-003-000 NN P			1,102.89	1,102.89
2430 PO-122017	06/22/2012	22244	1 01-5640-0-5800-103-0000-3140-003-000 NN F			3.45	3.45
TOTAL PAYMENT AMOUNT			2,314.61 *				2,314.61
021194/00	PRUDENTIAL OVERALL SUPPLY INC						
1185 PO-121007	06/22/2012	180132747	1 01-7230-0-5600-112-0000-3600-007-000 NN P			41.45	41.45
1185 PO-121007	06/22/2012	180133244	1 01-7230-0-5600-112-0000-3600-007-000 NN P			41.45	41.45
2384 PO-121977	06/22/2012	180132746	1 01-0000-0-5800-111-0000-8200-007-000 NN P			121.32	121.32
TOTAL PAYMENT AMOUNT			204.22 *				204.22
018509/00	QUINTESSENTIAL SCHOOL SYSTEMS						
2421 PO-122008	06/22/2012	0304295-IN	1 01-0000-0-9330-000-0000-0000-000-000 NN F			51,014.70	51,014.70
TOTAL PAYMENT AMOUNT			51,014.70 *				51,014.70
011238/00	RELIABLE TIRE						
2431 PO-122018	06/22/2012	95810	1 01-7230-0-4300-112-0000-3600-007-000 NN F			1,037.74	1,037.74
TOTAL PAYMENT AMOUNT			1,037.74 *				1,037.74
020616/00	RENT RITE						
1987 PO-121654	06/22/2012	128778	1 01-6300-0-5600-472-1110-1000-014-000 NN F			375.00	375.00
TOTAL PAYMENT AMOUNT			375.00 *				375.00
015141/00	SAC METROPOLITAN AIR QUALITY						
2420 PO-122007	06/22/2012	CASE 5354/ VIOLATION #9500	1 01-7230-0-5800-112-0000-3600-007-000 NN F			420.00	420.00
TOTAL PAYMENT AMOUNT			420.00 *				420.00
010552/00	SAC VAL JANITORIAL						
1994 PO-121658	06/22/2012	01989203/01989330	1 01-0000-0-4300-111-0000-8200-007-000 NN P			25.43	25.43
1994 PO-121658	06/22/2012	1986972/1989329	1 01-0000-0-4300-111-0000-8200-007-000 NN P			61.17	61.17
1994 PO-121658	06/22/2012	6962/7154/9328	1 01-0000-0-4300-111-0000-8200-007-000 NN P			96.51	96.51

81 CENTER UNIFIED SCHOOL DIST.
062212 FINAL

ACCOUNTS PAYABLE PRELIST
BATCH: 0071 062212
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				
010552 (CONTINUED)							
1994 PO-121658	06/22/2012	1989140	1 01-0000-0-4300-111-0000-8200-007-000 NN P			65.68	65.68
1994 PO-121658	06/22/2012	198914	1 01-0000-0-4300-111-0000-8200-007-000 NN F			319.02	395.42
2416 PO-122005	06/22/2012	1989032	1 01-0000-0-9320-000-0000-0000-000-000 NN F			320.41	320.41
2418 PO-122006	06/22/2012	01989854	1 01-0000-0-4300-111-0000-8200-007-000 NN F			298.96	298.96
TOTAL PAYMENT AMOUNT						1,263.58 *	1,263.58
010802/00 SACRAMENTO MACHINERY CO.							
79 PO-120056	06/22/2012	667562	1 01-8150-0-4300-106-0000-8110-007-000 NN F			273.60	86.09
TOTAL PAYMENT AMOUNT						86.09 *	86.09
019318/00 SADRIAN, NASRIN							
PV-121074	06/22/2012	REPLACE VOIDED WARRANT	01-0000-0-1100-371-1110-1000-000-000 NN				8,525.96
TOTAL PAYMENT AMOUNT						8,525.96 *	8,525.96
010373/00 SCHOOLS INSURANCE AUTHORITY							
283 PO-120261	06/22/2012	2012UST-KAM.22	1 01-7230-0-5800-112-0000-3600-007-000 NN F			150.00	150.00
TOTAL PAYMENT AMOUNT						150.00 *	150.00
017883/00 SIMPLEXGRINNELL LP							
86 PO-120177	06/22/2012	75283660	1 01-8150-0-5800-106-0000-8110-007-000 NN P			356.50	356.50
TOTAL PAYMENT AMOUNT						356.50 *	356.50
020087/00 SOCCER PRO							
2003 PO-121666	06/22/2012	21761	1 01-0000-0-5800-472-1801-1000-014-000 NN F			1,185.25	1,185.25
TOTAL PAYMENT AMOUNT						1,185.25 *	1,185.25
020075/00 TATYANA SILCHUK							
2414 PO-122004	06/22/2012	MAY MILEAGE	1 01-6500-0-5800-102-5770-3600-003-000 NN F			294.02	294.02
TOTAL PAYMENT AMOUNT						294.02 *	294.02

81 CENTER UNIFIED SCHOOL DIST.
062212 FINAL

ACCOUNTS PAYABLE PRELIST
BATCH: 0071 062212
FUND : 01 GENERAL FUND

J9145 APY500 H.02.05 06/21/12 PAGE 7
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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
022179/00	US HEALTHWORKS							
1781 PO-121484	06/22/2012	2101855-CA	1 01-0000-0-5800-110-0000-7200-004-000 NN P				20.00	20.00
			TOTAL PAYMENT AMOUNT	20.00 *				20.00
022221/00	WESTERN HEALTH ADVANTAGE							
PV-121071	06/22/2012	WESTERN HEALTH JULY	01-0000-0-9552-000-0000-0000-000-000 NN					105,258.61
			TOTAL PAYMENT AMOUNT	105,258.61 *				105,258.61
019842/00	WFCB-OSH COMMERCIAL SERVICES							
2266 PO-121882	06/22/2012	0211013740	1 01-8150-0-4300-106-0000-8110-007-000 NN P				7.75	7.75
2266 PO-121882	06/22/2012	0211153951	1 01-8150-0-4300-106-0000-8110-007-000 NN P				18.59	18.59
2266 PO-121882	06/22/2012	0211048289	1 01-8150-0-4300-106-0000-8110-007-000 NN P				31.16	31.16
			TOTAL PAYMENT AMOUNT	57.50 *				57.50
			TOTAL FUND	PAYMENT	387,029.98 **			387,029.98

81 CENTER UNIFIED SCHOOL DIST.
062212 FINAL

ACCOUNTS PAYABLE PRELIST
BATCH: 0071 062212
FUND : 12 CHILD DEVELOPMEN 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
018143/00		CHILD DEVELOPMENT CENTERS INC							
678 PO-120580	06/22/2012	5030-512	1	12-6105-0-5800-100-8500-1000-005-000	NN	P		55,077.66	55,077.66
			TOTAL PAYMENT AMOUNT					55,077.66 *	55,077.66
			TOTAL FUND	PAYMENT				55,077.66 **	55,077.66

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81 CENTER UNIFIED SCHOOL DIST.
062212 FINAL

ACCOUNTS PAYABLE PRELIST
BATCH: 0071 062212
FUND : 13 CAFETERIA 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				
020098/00	BIG TRAY							
990 PO-120834	06/22/2012	560697		1 13-5310-0-4400-108-0000-3700-007-000 NN P			2,917.18	2,917.18
				TOTAL PAYMENT AMOUNT	2,917.18 *			2,917.18
020305/00	CDW GOVERNMENT INC.							
2410 PO-121999	06/22/2012	M012088		1 13-5310-0-5800-108-0000-3700-007-000 NN P			804.73	804.73
2410 PO-121999	06/22/2012	L964816		1 13-5310-0-5800-108-0000-3700-007-000 NN F			61.90	61.90
				TOTAL PAYMENT AMOUNT	866.63 *			866.63
011613/00	DITTO PRINT & COPY							
503 PO-120441	06/22/2012	4663		1 13-5310-0-5800-108-0000-3700-007-000 NN F			268.56	155.59
				TOTAL PAYMENT AMOUNT	155.59 *			155.59
022364/00	HEARTLAND PAYMENT SYSTEMS							
281 PO-120259	06/22/2012	MSB0000001044		1 13-5310-0-5300-108-0000-3700-007-000 NN P			178.20	178.20
				TOTAL PAYMENT AMOUNT	178.20 *			178.20
020914/00	JORGENSEN, NANETTE							
2428 PO-122015	06/22/2012	MEAL REIMB		1 13-5310-0-8634-000-0000-0000-000-000 NN F			12.63	12.63
				TOTAL PAYMENT AMOUNT	12.63 *			12.63
				TOTAL FUND	PAYMENT	4,130.23 **		4,130.23

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062212 FINAL

ACCOUNTS PAYABLE PRELIST

BATCH: 0071 062212

FUND : 21 BUILDING 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
019750/00	CAPITAL PROGRAM MGMT INC														
1790	PO-121492	06/22/2012	INV	59											
1 21-0000-0-6234-106-9600-8500-007-000 NN P															
TOTAL PAYMENT AMOUNT															
845.50 *															
845.50															
TOTAL FUND PAYMENT															
845.50 **															
845.50															
TOTAL BATCH PAYMENT															
447,083.37 ***															
0.00															
447,083.37															
TOTAL DISTRICT PAYMENT															
447,083.37 ****															
0.00															
447,083.37															
TOTAL FOR ALL DISTRICTS:															
447,083.37 *****															
0.00															
447,083.37															

Number of warrants to be printed: 52, not counting voids due to stub overflows.

81 CENTER UNIFIED SCHOOL DIST.
FINAL PRELIST 7/13/12

ACCOUNTS PAYABLE PRELIST

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Batch status: A All

From batch: 0001

To batch: 0001

Include Revolving Cash: Y

Include Address: N

81 CENTER UNIFIED SCHOOL DIST.
FINAL PRELIST 7/13/12

ACCOUNTS PAYABLE PRELIST
BATCH: 0001 7/13/2012
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			
010002/00	ALDAR ACADEMY						
CL-128027	07/13/2012	june 2012	01-6500-0-5800-102-5750-1180-003-000	NN	2,838.40	2,838.40	
TOTAL PAYMENT AMOUNT			2,838.40 *			2,838.40	
010669/00	ALHAMBRA & SIERRA SPRINGS						
CL-128028	07/13/2012	4782453 031512	01-8150-0-4300-106-0000-8110-007-000	NN	73.78	73.78	
CL-128097	07/13/2012	4781257 070512	01-7230-0-4300-112-0000-3600-007-000	NN	54.40	54.40	
TOTAL PAYMENT AMOUNT			128.18 *			128.18	
019311/00	ALIGNMENT SPECIALTIES						
CL-128029	07/13/2012	7457	01-7230-0-4300-112-0000-3600-007-000	NY	388.44	388.44	
TOTAL PAYMENT AMOUNT			388.44 *			388.44	
019769/00	AMERICAN EXPRESS						
CL-128030	07/13/2012	0-03000	01-0000-0-4300-101-0000-7150-002-000	NN	105.68	105.68	
TOTAL PAYMENT AMOUNT			105.68 *			105.68	
021215/00	ANDERSON, WALTER						
CL-128010	07/13/2012	REIMB MEALS	01-7220-0-5800-472-1110-1000-014-000	NN	122.26	122.26	
TOTAL PAYMENT AMOUNT			122.26 *			122.26	
020765/00	APPERSON EDUCATION PRODUCTS						
CL-128025	07/13/2012	547732	01-3010-0-4300-371-1110-1000-012-000	NN	13.85	13.85	
TOTAL PAYMENT AMOUNT			13.85 *			13.85	
010400/00	AT&T						
CL-128031	07/13/2012	248-134-8100 8413	01-0000-0-5902-106-0000-8110-007-000	NN	7.82	7.82	
TOTAL PAYMENT AMOUNT			7.82 *			7.82	

81 CENTER UNIFIED SCHOOL DIST.
FINAL PRELIST 7/13/12

ACCOUNTS PAYABLE PRELIST
BATCH: 0001 7/13/2012
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				
011675/00	AT&T MESSAGING							
5 PO-130007	07/13/2012	6699337 JULY		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							
CL-128032	07/13/2012	JUN-12		01-6500-0-5800-102-5750-1180-003-000 NN			1,421.20	1,421.20
				TOTAL PAYMENT AMOUNT	1,421.20 *			1,421.20
021604/00	ATLAS DISPOSAL INDUSTRIES							
CL-128033	07/13/2012	GV0000020-001		01-0000-0-5550-106-0000-8110-007-000 NN			615.00	615.00
				TOTAL PAYMENT AMOUNT	615.00 *			615.00
017972/00	BABY STEPS THERAPY							
CL-128036	07/13/2012	8784		01-6500-0-5800-102-5750-1180-003-000 NN			360.00	360.00
				TOTAL PAYMENT AMOUNT	360.00 *			360.00
016805/00	BATES, CHERYL							
CL-128037	07/13/2012	REIMB MAY JUNE		01-6500-0-5800-102-5750-1180-003-000 NY			91.71	91.71
				TOTAL PAYMENT AMOUNT	91.71 *			91.71
014056/00	BENDER, LINDA							
CL-128038	07/13/2012	JUNE MILEAGE		01-6520-0-5210-472-5770-1110-003-000 NN			13.88	13.88
				TOTAL PAYMENT AMOUNT	13.88 *			13.88
020466/00	CALSTRS ACCOUNTING DIVISION							
150 PO-130121	07/13/2012	U34081 AR0617		1 01-0000-0-7438-100-0000-9100-005-000 NN F			403.92	403.92
150 PO-130121	07/13/2012	U34081 AR0617		2 01-0000-0-7439-100-0000-9100-005-000 NN F			8,798.37	8,798.37
				TOTAL PAYMENT AMOUNT	9,202.29 *			9,202.29

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FINAL PRELIST 7/13/12

ACCOUNTS PAYABLE PRELIST
BATCH: 0001 7/13/2012
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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				
018453/00	CANYON CREEK							
164	PO-130128	07/13/2012	2012-0022	1	01-0000-0-5800-103-0000-7200-003-000	NN F	1,001.00	1,001.00
				TOTAL PAYMENT AMOUNT	1,001.00 *			1,001.00
015768/00	CHAMBERLAIN, JOE MATTHEW							
CL-128011	07/13/2012	REIMB		01-7220-0-5800-472-1110-1000-014-000	NN		139.90	139.90
				TOTAL PAYMENT AMOUNT	139.90 *			139.90
019910/00	CHANEY, AMY							
CL-128012	07/13/2012	REIMB		01-7220-0-5800-472-1110-1000-014-000	NN		91.28	91.28
				TOTAL PAYMENT AMOUNT	91.28 *			91.28
021175/00	CINTAS DOCUMENT MANAGEMENT							
CL-128040	07/13/2012	DG37047984		01-0000-0-5800-472-1110-1000-014-472	NN		60.00	60.00
CL-128041	07/13/2012	DG 37047984		01-0000-0-5800-472-1110-1000-014-472	NN		2.06	2.06
				TOTAL PAYMENT AMOUNT	62.06 *			62.06
021088/00	CORONA NORCO UNIFIED SCHOOL							
128	PO-130093	07/13/2012	130005	1	01-0000-0-5300-105-0000-7700-005-000	NN F	2,850.00	2,850.00
				TOTAL PAYMENT AMOUNT	2,850.00 *			2,850.00
010236/00	CREATIVE BUS SALES							
CL-128042	07/13/2012	5019363		01-7230-0-4300-112-0000-3600-007-000	NN		125.52	125.52
				TOTAL PAYMENT AMOUNT	125.52 *			125.52
019235/00	DUERR EVALUATION RESOURCES							
CL-128026	07/13/2012	407417		01-0000-0-5800-103-0000-3160-003-911	NN		350.00	350.00
				TOTAL PAYMENT AMOUNT	350.00 *			350.00

81 CENTER UNIFIED SCHOOL DIST.
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ACCOUNTS PAYABLE PRELIST
BATCH: 0001 7/13/2012
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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				
017423/00	FRANKLIN COVEY									
	130 PO-130115	07/13/2012	BEN8278632			1 01-6500-0-4300-102-5001-2700-003-000 NN F			37.04	37.04
						TOTAL PAYMENT AMOUNT	37.04 *			37.04
019981/00	GAMBOA, SUSANNE									
	CL-128013	07/13/2012	REIMB			01-6500-0-5211-102-5001-2700-003-000 NN			99.90	99.90
						TOTAL PAYMENT AMOUNT	99.90 *			99.90
011818/00	GOODELL PORTER SANCHEZ &									
	PO-121913	07/13/2012	4126.0			1 01-0000-0-5800-105-0000-7190-005-000 NN P			6,200.00	6,200.00
						TOTAL PAYMENT AMOUNT	6,200.00 *			6,200.00
017718/00	GUIDING HANDS INC.									
	CL-128014	07/13/2012	GUIDING HANDS INC			01-6500-0-5800-102-5750-1180-003-000 NN			5,016.42	5,016.42
						TOTAL PAYMENT AMOUNT	5,016.42 *			5,016.42
014215/00	HARMON, ELIZABETH									
	CL-128015	07/13/2012	REIMB			01-6500-0-5211-102-5001-2700-003-000 NN			98.96	98.96
						TOTAL PAYMENT AMOUNT	98.96 *			98.96
018990/00	INTERSTATE BATTERY SYSTEM									
	CL-128045	07/13/2012	40024654			01-7230-0-4300-112-0000-3600-007-000 NN			368.34	368.34
						TOTAL PAYMENT AMOUNT	368.34 *			368.34
022170/00	JAPPERT, APRIL									
	CL-128018	07/13/2012	REIMB			01-6500-0-5800-102-5770-3600-003-000 NN			124.32	124.32
						TOTAL PAYMENT AMOUNT	124.32 *			124.32
020018/00	JBEILY, DIGOL									
	CL-128016	07/13/2012	REIMB			01-7220-0-5800-472-1110-1000-014-000 NN			215.93	215.93
						TOTAL PAYMENT AMOUNT	215.93 *			215.93

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ACCOUNTS PAYABLE PRELIST
BATCH: 0001 7/13/2012
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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				
018343/00	JBEILY, TAMI							
	CL-128017	07/13/2012 REIMB		01-7220-0-5800-472-1110-1000-014-000 NN			102.26	102.26
				TOTAL PAYMENT AMOUNT	102.26 *			102.26
016750/00	JUST SEND IT POSTAL CENTER							
	CL-128046	07/13/2012 NOTARY 6/1-6/30		01-8150-0-5800-106-0000-8110-007-000 NN			60.00	60.00
				TOTAL PAYMENT AMOUNT	60.00 *			60.00
016749/00	LEONARD, LAURA							
	CL-128019	07/13/2012 REIMB		01-6500-0-5211-102-5001-2700-003-000 NN			100.35	100.35
				TOTAL PAYMENT AMOUNT	100.35 *			100.35
022230/00	MANAGED HEALTH NETWORK							
	CL-128047	07/13/2012 3200038625		01-0000-0-3401-100-1110-1000-000-000 NN			1,173.15	1,173.15
				TOTAL PAYMENT AMOUNT	1,173.15 *			1,173.15
021926/00	MATRE, KAREN							
	CL-128020	07/13/2012 REIMB		01-7220-0-5800-472-1110-1000-014-000 NN			88.85	88.85
				TOTAL PAYMENT AMOUNT	88.85 *			88.85
016679/00	MELVIN R. CUCKOVICH							
	CL-128048	07/13/2012 JUNE REIMB		01-6500-0-5800-102-5750-1180-003-000 NY			62.44	62.44
				TOTAL PAYMENT AMOUNT	62.44 *			62.44
019059/00	MILLENNIUM TERMITE & PEST							
	CL-128049	07/13/2012 TR-71099		01-0000-0-5500-106-0000-8110-007-000 NN			91.00	91.00
	CL-128049	07/13/2012 TR-72628		01-0000-0-5500-106-0000-8110-007-000 NN			116.00	116.00
				TOTAL PAYMENT AMOUNT	207.00 *			207.00

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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				
017315/00		NAPA AUTO PARTS - GENUINE AUTO					
CL-128043	07/13/2012	869174/869232/870567	01-7230-0-4300-112-0000-3600-007-000 NN			56.89	56.89
CL-128043	07/13/2012	867138	01-7230-0-4300-112-0000-3600-007-000 NN			22.46	22.46
CL-128043	07/13/2012	867253	01-7230-0-4300-112-0000-3600-007-000 NN			87.28	87.28
CL-128043	07/13/2012	867386	01-7230-0-4300-112-0000-3600-007-000 NN			19.25	19.25
CL-128043	07/13/2012	867094	01-7230-0-4300-112-0000-3600-007-000 NN			19.05	19.05
CL-128043	07/13/2012	867139	01-7230-0-4300-112-0000-3600-007-000 NN			104.28	104.28
CL-128043	07/13/2012	867594	01-7230-0-4300-112-0000-3600-007-000 NN			44.59	44.59
CL-128043	07/13/2012	868015	01-7230-0-4300-112-0000-3600-007-000 NN			108.82	108.82
CL-128043	07/13/2012	868022	01-7230-0-4300-112-0000-3600-007-000 NN			51.41	51.41
CL-128043	07/13/2012	868323	01-7230-0-4300-112-0000-3600-007-000 NN			23.68	23.68
CL-128043	07/13/2012	868216	01-7230-0-4300-112-0000-3600-007-000 NN			12.26	12.26
CL-128043	07/13/2012	868201	01-7230-0-4300-112-0000-3600-007-000 NN			0.84	0.84
CL-128043	07/13/2012	ZERO	01-7230-0-4300-112-0000-3600-007-000 NN			0.00	0.00
CL-128044	07/13/2012	868201	01-7230-0-4300-112-0000-3600-007-000 NN			18.31	18.31
CL-128044	07/13/2012	868484	01-7230-0-4300-112-0000-3600-007-000 NN			22.24	22.24
CL-128044	07/13/2012	868478	01-7230-0-4300-112-0000-3600-007-000 NN			51.88	51.88
CL-128044	07/13/2012	868549	01-7230-0-4300-112-0000-3600-007-000 NN			110.10	110.10
CL-128044	07/13/2012	869107	01-7230-0-4300-112-0000-3600-007-000 NN			30.45	30.45
CL-128044	07/13/2012	869130	01-7230-0-4300-112-0000-3600-007-000 NN			54.18	54.18
CL-128044	07/13/2012	869398	01-7230-0-4300-112-0000-3600-007-000 NN			108.25	108.25
TOTAL PAYMENT AMOUNT						946.22 *	946.22
022053/00		NATIONAL EMERGENCY NUMBER					
161 PO-130125	07/13/2012	CUSD 7/12-7/13	1 01-0000-0-5902-106-0000-8110-007-000 NN F			225.00	225.00
TOTAL PAYMENT AMOUNT						225.00 *	225.00
022553/00		NOSACH, VITALIY					
CL-128021	07/13/2012	MAY2-JUNE18,2012	01-0000-0-5800-103-0000-2110-003-000 NY			136.00	136.00
TOTAL PAYMENT AMOUNT						136.00 *	136.00
017576/00		OFFICE DEPOT/BUS.SERVICES DIV					
CL-128051	07/13/2012	614400944001	01-0000-0-4300-105-0000-7200-005-000 NN			59.54	59.54
TOTAL PAYMENT AMOUNT						59.54 *	59.54

81 CENTER UNIFIED SCHOOL DIST.
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ACCOUNTS PAYABLE PRELIST
BATCH: 0001 7/13/2012
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				
017114/00		PROFESSIONAL PRIDE						
	CL-128055 07/13/2012 12587A			01-3550-0-4400-472-1110-1000-014-000 NN		14,300.00	14,300.00	
	CL-128056 07/13/2012 12587A			01-3550-0-4200-472-1110-1000-014-000 YN		550.00	550.00	
		TOTAL PAYMENT AMOUNT		14,850.00 *			14,850.00	
		TOTAL USE TAX AMOUNT		42.63				
016973/00		PROJECT LEAD THE WAY						
	100 PO-130066 07/13/2012 BIO2497			1 01-0029-0-5300-472-1110-1000-014-000 NN F		2,000.00	2,000.00	
		TOTAL PAYMENT AMOUNT		2,000.00 *			2,000.00	
021194/00		PRUDENTIAL OVERALL SUPPLY INC						
	CL-128059 07/13/2012 180127789			01-7230-0-5600-112-0000-3600-007-000 NN		46.79	46.79	
	CL-128059 07/13/2012 180133796			01-7230-0-5600-112-0000-3600-007-000 NN		41.45	41.45	
	CL-128060 07/13/2012 180133795			01-0000-0-5800-111-0000-8200-007-000 NN		121.32	121.32	
		TOTAL PAYMENT AMOUNT		209.56 *			209.56	
018529/00		RISO PRODUCTS OF SACRAMENTO						
	153 PO-130106 07/13/2012 91343 SPINELLI			1 01-0000-0-5612-240-1110-1000-011-000 NN F		250.00	250.00	
		TOTAL PAYMENT AMOUNT		250.00 *			250.00	
019891/00		ROBINSON, LAUREN						
	CL-128023 07/13/2012 JUNE MILEAGE			01-6500-0-5211-102-5001-2700-003-000 NN		96.63	96.63	
		TOTAL PAYMENT AMOUNT		96.63 *			96.63	
010315/00		SAC CO OFFICE OF ED FIN SVCS						
	CL-128064 07/13/2012 121651			01-3010-0-5800-371-1110-1000-012-000 NN		3,210.00	3,210.00	
	CL-128065 07/13/2015 121667			01-6500-0-7142-102-5770-9200-003-000 NN		185,975.00	185,975.00	
		TOTAL PAYMENT AMOUNT		189,185.00 *			189,185.00	
010552/00		SAC VAL JANITORIAL						
	CL-128063 07/13/2012 01990923			01-0000-0-9320-000-0000-0000-000-000 NN		142.02	142.02	
		TOTAL PAYMENT AMOUNT		142.02 *			142.02	

81 CENTER UNIFIED SCHOOL DIST.
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ACCOUNTS PAYABLE PRELIST
BATCH: 0001 7/13/2012
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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				
010266/00		SACRAMENTO COUNTY UTILITIES					
CL-128066	07/13/2012	50000878608	01-0000-0-5540-106-0000-8110-007-000 NN			247.79	247.79
CL-128066	07/13/2012	50000878546	01-0000-0-5540-106-0000-8110-007-000 NN			541.94	541.94
CL-128066	07/13/2012	50006974207	01-0000-0-5540-106-0000-8110-007-000 NN			1,809.17	1,809.17
		TOTAL PAYMENT AMOUNT		2,598.90 *			2,598.90
013973/00		SAMBA HOLDINGS INC					
CL-128067	07/13/2012	INV00016227	01-7230-0-4300-112-0000-3600-007-000 NN			39.02	39.02
CL-128068	07/13/2012	INV00016227	01-7230-0-4300-112-0000-3600-007-000 NN			0.93	0.93
		TOTAL PAYMENT AMOUNT		39.95 *			39.95
011500/00		SIA / DELTA DENTAL					
PV-131002	07/13/2012	SIA DELTA DENTAL	01-0000-0-9552-000-0000-0000-000-000 NN				55,086.58
		TOTAL PAYMENT AMOUNT		55,086.58 *			55,086.58
017106/00		SIA/VISION SERVICE PLAN					
PV-131001	07/13/2012	SIA VISION JULY	01-0000-0-9552-000-0000-0000-000-000 NN				5,996.30
		TOTAL PAYMENT AMOUNT		5,996.30 *			5,996.30
010010/00		SIERRA SCHOOL					
CL-128071	07/13/2012	0008637-IN	01-6500-0-5800-102-5750-1180-003-000 NN			662.55	662.55
		TOTAL PAYMENT AMOUNT		662.55 *			662.55
010263/00		SMUD					
CL-128061	07/13/2012	70000000347	01-0000-0-5530-106-0000-8110-007-000 NN			17,498.05	17,498.05
CL-128062	07/13/2012	70000000347	01-0000-0-5530-106-0000-8110-007-000 NN			27,253.67	27,253.67
		TOTAL PAYMENT AMOUNT		44,751.72 *			44,751.72
014558/00		SPURR					
CL-128072	07/13/2012	47690	01-0000-0-5520-106-0000-8110-007-000 NN			1,137.47	1,137.47
		TOTAL PAYMENT AMOUNT		1,137.47 *			1,137.47

81 CENTER UNIFIED SCHOOL DIST.
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ACCOUNTS PAYABLE PRELIST
BATCH: 0001 7/13/2012
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		
010137/00	STATE BOARD OF EQUALIZATION						
CL-128073	07/13/2012	57-415618 APR JUNE	01-7230-0-5800-112-0000-3600-007-000	NN		100.31	100.31
		TOTAL PAYMENT AMOUNT	100.31	*			100.31
021813/00	SUREWEST						
CL-128074	07/13/2012	604800-0001	01-0000-0-5902-106-0000-8110-007-000	NN		194.05	194.05
		TOTAL PAYMENT AMOUNT	194.05	*			194.05
022554/00	THE TRAILER SPECIALIST						
23 PO-130001	07/13/2012	00038930	1 01-0000-0-6500-106-0000-8110-007-000	NN F		6,479.14	6,479.14
		TOTAL PAYMENT AMOUNT	6,479.14	*			6,479.14
016370/00	TWIN RIVERS UNIFIED SCH DIST						
CL-128024	07/13/2012	123865	01-0000-0-5800-472-1110-1000-014-000	NN		864.00	864.00
		TOTAL PAYMENT AMOUNT	864.00	*			864.00
011190/00	UNIVERSAL SPECIALTIES						
CL-128075	07/13/2012	DOC54742	01-8150-0-4300-106-0000-8110-007-000	NN		762.07	762.07
CL-128075	07/13/2012	DOC 55035	01-8150-0-4300-106-0000-8110-007-000	NN		240.26	240.26
CL-128076	07/13/2012	DOC 55035	01-8150-0-4300-106-0000-8110-007-000	NN		27.02	27.02
		TOTAL PAYMENT AMOUNT	1,029.35	*			1,029.35
022179/00	US HEALTHWORKS						
CL-128077	07/13/2012	2110206-CA	01-0000-0-5800-110-0000-7200-004-000	NN		76.00	76.00
		TOTAL PAYMENT AMOUNT	76.00	*			76.00
015191/00	WACHOB, CYNTHIA						
CL-128078	07/13/2012	JUNE MILEAGE	01-6500-0-5210-102-5060-2110-003-000	NN		126.54	126.54
		TOTAL PAYMENT AMOUNT	126.54	*			126.54

81 CENTER UNIFIED SCHOOL DIST.
FINAL PRELIST 7/13/12

ACCOUNTS PAYABLE PRELIST
BATCH: 0001 7/13/2012
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				
010649/00		WOODLAND TRACTOR					
	CL-128079	07/13/2012	P18029	01-0000-0-4300-106-0000-8110-007-000	NN	128.93	128.93
			TOTAL PAYMENT AMOUNT	128.93 *			128.93
017313/00		XEROX CORPORATION					
	CL-128080	07/13/2012	701540605	01-3010-0-5612-240-1110-1000-011-000	NN	15.00	15.00
	CL-128081	07/13/2012	300073962	01-0000-0-5800-115-9790-8200-007-000	NN	35,669.79	35,669.79
	CL-128081	07/13/2012	300074059	01-0000-0-5800-115-9790-8200-007-000	NN	509.10	509.10
	CL-128082	07/13/2012	300073962	01-0000-0-5612-472-9769-1000-014-000	NN	25.00	25.00
	CL-128083	07/13/2012	30073962	01-0000-0-5612-115-9780-8200-007-000	NN	25.00	25.00
	CL-128084	07/13/2012	300073962	01-6500-0-5612-102-5001-2700-003-000	NN	25.00	25.00
	CL-128085	07/13/2012	300073962	01-0000-0-5612-371-0000-2700-012-000	NN	25.00	25.00
	CL-128091	07/13/2012	300073962	01-3550-0-5612-472-1110-1000-014-000	NN	100.00	100.00
	CL-128092	07/13/2012	300073962	01-7220-0-5612-472-1110-1000-014-000	NN	100.00	100.00
	CL-128093	07/13/2012	300073962	01-3010-0-5612-371-1110-1000-012-000	NN	50.00	50.00
	CL-128094	07/13/2012	300073962	01-6300-0-5800-472-1110-1000-014-000	NN	397.33	397.33
	CL-128095	07/13/2012	300073962	01-6300-0-5800-472-1110-1000-014-000	NN	269.38	269.38
	CL-128096	07/13/2012	300073962	01-0000-0-4300-472-0000-2700-014-000	NN	56.78	56.78
			TOTAL PAYMENT AMOUNT	37,267.38 *			37,267.38
			TOTAL FUND PAYMENT	399,242.57 **			399,242.57
			TOTAL USE TAX AMOUNT	42.63			

81 CENTER UNIFIED SCHOOL DIST.
FINAL PRELIST 7/13/12

ACCOUNTS PAYABLE PRELIST
BATCH: 0001 7/13/2012
FUND : 09 CHARTER SCHOOLS

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Vendor/Addr	Remit name	
Req Reference	Date	Description
010669/00		ALHAMBRA & SIERRA SPRINGS

[illegible]

CL-128009 07/13/2012 4779099 062612

09-1100-0-4300-501-1110-1000-016-000 NN	34.94	34.94
TOTAL PAYMENT AMOUNT	34.94 *	34.94

017313/00 XEROX CORPORATION

CL-128086 07/12/2013 300073962
CL-128087 07/13/2012 300073962
CL-128088 07/13/2012 300073962
CL-128089 07/13/2012 300073962

09-1100-0-5612-501-1110-1000-016-000	NN	100.00
09-1100-0-5612-501-0000-2700-016-000	NN	20.00
09-1100-0-5612-501-1110-1000-016-000	NN	80.00
09-0700-0-5612-503-0000-8110-018-000	NN	100.00
PUNT 300.00 *		300.00

TOTAL FUND	PAYMENT	334.94 **
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81 CENTER UNIFIED SCHOOL DIST.
FINAL PRELIST 7/13/12

ACCOUNTS PAYABLE PRELIST
BATCH: 0001 7/13/2012
FUND : 11 ADULT EDUCATION FUND

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num		
Req Reference	Date	Description	FD RESO P	OBJE SIT	GOAL FUNC	RES DEP	T9MP
017313/00		XEROX CORPORATION					
	CL-128090	07/13/2012	300073962	11-0030-0-5612-601-4130-1000-017-000	NN	25.00	25.00
				TOTAL PAYMENT AMOUNT	25.00 *		25.00
				TOTAL FUND	PAYMENT	25.00 **	25.00

81 CENTER UNIFIED SCHOOL DIST.
FINAL PRELIST 7/13/12

ACCOUNTS PAYABLE PRELIST
BATCH: 0001 7/13/2012
FUND : 13 CAFETERIA 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				
020098/00	BIG TRAY							
	CL-128039	07/13/2012	560707		13-5310-0-4400-108-0000-3700-007-000	NN	6,411.12	6,411.12
				TOTAL PAYMENT AMOUNT				6,411.12
022364/00	HEARTLAND PAYMENT SYSTEMS							
	CL-128050	07/13/2012	MSB 0000001107		13-5310-0-5300-108-0000-3700-007-000	NN	1.35	1.35
				TOTAL PAYMENT AMOUNT				1.35
014836/00	P&D COMMERCIAL PARTS & SERVICE							
	CL-128052	07/13/2015	0020766-IN		13-5310-0-5600-108-0000-3700-007-000	NN	233.85	233.85
	CL-128053	07/13/2012	0020766-IN		13-5310-0-5600-108-0000-3700-007-000	NN	227.43	227.43
				TOTAL PAYMENT AMOUNT				461.28
016279/00	P&R PAPER SUPPLY							
	CL-128022	07/13/2012	N29544-01		13-5310-0-4300-108-0000-3700-007-000	NN	162.96	162.96
				TOTAL PAYMENT AMOUNT				162.96
011423/00	PLATH DISTRIBUTION INC							
	CL-128054	07/13/2012	8555		13-5310-0-4700-108-0000-3700-007-000	NN	516.98	516.98
				TOTAL PAYMENT AMOUNT				516.98
019993/00	PROPACIFIC FRESH							
	CL-128057	07/13/2012	DU		13-5310-0-4700-108-0000-3700-007-000	NN	293.70	293.70
				TOTAL PAYMENT AMOUNT				293.70
021194/00	PRUDENTIAL OVERALL SUPPLY INC							
	CL-128058	07/13/2012	180132176		13-5310-0-5800-108-0000-3700-007-000	NN	45.00	45.00
				TOTAL PAYMENT AMOUNT				45.00

ACCOUNTS PAYABLE PRELIST
BATCH: 0001 7/13/2012
FUND : 13 CAFETERIA FUND

[illegible]

011102/00	SPRAGUE, STEPHANIE			
145	PO-130119 07/13/2012 REFUND MEALS	1 13-5310-0-8634-000-0000-0000-000-000 NN F	84.90	84.90
	TOTAL PAYMENT AMOUNT	84.90 *		84.90
	TOTAL FUND	PAYMENT	11,669.41 **	11,669.41

81 CENTER UNIFIED SCHOOL DIST.
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ACCOUNTS PAYABLE PRELIST

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FUND : 14

DEFERRED MAINTENANCE FUND

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num		
Req Reference	Date	Description	FD	RESO	P	OBJE	SIT GOAL FUNC RES DEP T9MP
							Liq Amt Net Amount
015121/00	B.J. FLOORING INC						
CL-128034	07/13/2012	2009130		14-0024-0-5600-106-9611-8110-007-000	NN		4,562.00 4,562.00
CL-128035	07/13/2012	2009131		14-0024-0-5600-106-9611-8110-007-000	NN		3,587.00 3,587.00
TOTAL PAYMENT AMOUNT				8,149.00 *			8,149.00
TOTAL FUND PAYMENT				8,149.00 **			8,149.00
TOTAL BATCH PAYMENT				419,420.92 ***		0.00	419,420.92
TOTAL USE TAX AMOUNT				42.63			
TOTAL DISTRICT PAYMENT				419,420.92 ****		0.00	419,420.92
TOTAL USE TAX AMOUNT				42.63			
TOTAL FOR ALL DISTRICTS:				419,420.92 *****		0.00	419,420.92
TOTAL USE TAX AMOUNT				42.63			

Number of warrants to be printed: 76, not counting voids due to stub overflows.

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ACCOUNTS PAYABLE PRELIST

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Batch status: A All

From batch: 0003

To batch: 0003

Include Revolving Cash: Y

Include Address: N

81 CENTER UNIFIED SCHOOL DIST.
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ACCOUNTS PAYABLE PRELIST
BATCH: 0003 07/20/2012
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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				
015797/00	ACE SUPPLY HARDWARE NORTH						
194 PO-130168	07/20/2012	89075/2	1 01-8150-0-4300-106-0000-8110-007-000 NN P			5.97	5.97
			TOTAL PAYMENT AMOUNT	5.97 *			5.97
014322/00	ACTEVA						
198 PO-130170	07/20/2012	289242 P MILES	1 01-0000-0-5200-110-0000-7200-004-000 NN F			285.00	285.00
			TOTAL PAYMENT AMOUNT	285.00 *			285.00
010669/00	ALHAMBRA & SIERRA SPRINGS						
CL-128108	07/20/2012	4780794 070512	01-0000-0-4300-103-0000-7200-003-000 NN			28.44	28.44
CL-128109	07/20/2012	4780818 070612	01-0000-0-4300-105-0000-7200-005-000 NN			21.95	21.95
CL-128110	07/20/2012	4781839 070512	01-0000-0-4300-475-3200-2700-015-000 NN			6.50	6.50
66 PO-130039	07/20/2012	4782453 070512	1 01-7230-0-4300-112-0000-3600-007-000 NN P			36.00	36.00
			TOTAL PAYMENT AMOUNT	92.89 *			92.89
013985/00	ALL DIESEL ELECTRIC INC.						
CL-128111	07/20/2012	8053	01-7230-0-4300-112-0000-3600-007-000 NN			242.71	242.71
			TOTAL PAYMENT AMOUNT	242.71 *			242.71
021763/00	ALL STAR RENTS						
8 PO-130009	07/20/2012	317636	1 01-8150-0-5600-106-0000-8110-007-000 NN P			167.40	167.40
8 PO-130009	07/20/2012	316788	1 01-8150-0-5600-106-0000-8110-007-000 NN P			529.90	529.90
			TOTAL PAYMENT AMOUNT	697.30 *			697.30
018533/00	ATKINSON ANDELSON LOYA RUDD						
CL-128112	07/20/2012	407398	01-0000-0-5804-105-0000-7200-005-000 NE			55.00	55.00
			TOTAL PAYMENT AMOUNT	55.00 *			55.00
018333/00	BRIAN/CHERYL GOLDFARB						
200 PO-130172	07/20/2012	MAY 21-JUL 10	1 01-6500-0-5800-102-5750-1110-003-038 NN F			3,000.00	3,000.00
			TOTAL PAYMENT AMOUNT	3,000.00 *			3,000.00

81 CENTER UNIFIED SCHOOL DIST.
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ACCOUNTS PAYABLE PRELIST
BATCH: 0003 07/20/2012
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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				
019075/00	BRIGHT FUTURES THERAPY							
	CL-128113 07/20/2012 june			01-6500-0-5800-102-5750-1180-003-000 NN			2,880.00	2,880.00
				TOTAL PAYMENT AMOUNT	2,880.00 *			2,880.00
021678/00	CAPITOL ACADEMY							
	CL-128098 07/20/2012 INV 176			01-6500-0-5800-102-5750-1180-003-000 NN			9,383.00	9,383.00
				TOTAL PAYMENT AMOUNT	9,383.00 *			9,383.00
010575/00	CAPITOL CLUTCH & BRAKE INC.							
	70 PO-130043 07/20/2012 1200457			1 01-7230-0-4300-112-0000-3600-007-000 NN P			609.56	609.56
				TOTAL PAYMENT AMOUNT	609.56 *			609.56
015699/00	CLARK SECURITY PRODUCTS							
	CL-128118 08/30/2023 SA09920601			01-8150-0-4300-106-0000-8110-007-000 NN			180.75	180.75
	CL-128118 07/20/2012 SA09834701			01-8150-0-4300-106-0000-8110-007-000 NN			32.63	32.63
				TOTAL PAYMENT AMOUNT	213.38 *			213.38
010236/00	CREATIVE BUS SALES							
	75 PO-130046 07/20/2012 5019363			1 01-7230-0-4300-112-0000-3600-007-000 NN P			125.52	125.52
	75 PO-130046 07/20/2012 5019609			1 01-7230-0-4300-112-0000-3600-007-000 NN P			75.54	75.54
				TOTAL PAYMENT AMOUNT	201.06 *			201.06
016380/00	CREST/GOOD MFG INC							
	16 PO-130151 07/20/2012 930533			1 01-8150-0-4300-106-0000-8110-007-000 NN P			113.44	113.44
				TOTAL PAYMENT AMOUNT	113.44 *			113.44
015718/00	CUSTOM BENEFIT ADMINISTRATORS							
	PV-131005 07/20/2012 CBA JULY 31, 2012			01-0000-0-9552-000-0000-0000-000-000 NN				940.92
				TOTAL PAYMENT AMOUNT	940.92 *			940.92

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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				
018277/00	EASTER SEAL SOCIETY OF CA. INC						
CL-128121	07/20/2012	JUN-12	01-6500-0-5800-102-5750-1180-003-000 NN			4,087.12	1,228.50
			TOTAL PAYMENT AMOUNT	1,228.50 *			1,228.50
010336/00	ECOTECH PEST MANAGEMENT INC						
21 PO-130013	07/20/2012	1241	1 01-0000-0-5500-106-0000-8110-007-000 NN P			712.00	712.00
			TOTAL PAYMENT AMOUNT	712.00 *			712.00
017681/00	GEARY PACIFIC SUPPLY						
24 PO-130154	07/20/2012	2555289	1 01-8150-0-4300-106-0000-8110-007-000 NN P			757.76	757.76
206 PO-130177	07/20/2012	2542245	1 01-8150-0-4300-106-0000-8110-007-000 NN F			3,698.49	3,698.49
			TOTAL PAYMENT AMOUNT	4,456.25 *			4,456.25
017002/00	HOME DEPOT CREDIT SERVICES						
31 PO-130017	07/20/2012	66690260976	1 01-8150-0-4300-106-0000-8110-007-000 NN P			151.93	151.93
31 PO-130017	07/20/2012	66690136358	1 01-8150-0-4300-106-0000-8110-007-000 NN P			256.51	256.51
31 PO-130017	07/20/2012	1930312/6695768494	1 01-8150-0-4300-106-0000-8110-007-000 NN P			50.57	50.57
			TOTAL PAYMENT AMOUNT	459.01 *			459.01
021775/00	HOME DEPOT SUPPLY						
CL-128122	07/20/2012	9115423003	01-8150-0-4300-106-0000-8110-007-000 NN			51.67	51.67
			TOTAL PAYMENT AMOUNT	51.67 *			51.67
014507/00	HORIZON DISTRIBUTORS						
CL-128123	07/20/2012	2A033817	01-0000-0-4300-106-0000-8110-007-000 NN			31.87	31.87
CL-128123	07/20/2012	2A034742	01-0000-0-4300-106-0000-8110-007-000 NN			306.74	306.74
CL-128123	07/20/2012	2A034742	01-0000-0-4300-106-0000-8110-007-000 NN			187.68	187.68
CL-128123	07/20/2012	2A034731	01-0000-0-4300-106-0000-8110-007-000 NN			72.94	72.94
			TOTAL PAYMENT AMOUNT	599.23 *			599.23
021789/00	JABBERGYM INC						
CL-128100	07/20/2012	2583	01-6500-0-5800-102-5750-1180-003-000 NN			1,205.00	1,205.00
			TOTAL PAYMENT AMOUNT	1,205.00 *			1,205.00

81 CENTER UNIFIED SCHOOL DIST.
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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		
014923/00	JENSEN PRE-CAST						
35	PO-130156	07/20/2012	NC	23174	1 01-8150-0-4300-106-0000-8110-007-000 NN P	48.88	48.88
					TOTAL PAYMENT AMOUNT	48.88 *	48.88
010355/00	KAISER						
	PV-131004	07/20/2012	KAISER	AUGUST	01-0000-0-9552-000-0000-0000-000-000 NN		178,105.49
					TOTAL PAYMENT AMOUNT	178,105.49 *	178,105.49
019280/00	KENNEDY, SOPHIA						
171	PO-130135	07/20/2012	APR-JUNE	MILEAGE	1 01-0000-0-5210-110-0000-7200-004-000 NN F	53.28	53.28
					TOTAL PAYMENT AMOUNT	53.28 *	53.28
020501/00	LAW OFFICE OF MARGARET						
203	PO-130174	07/20/2012	GOLDFARB	5/21-7/10	1 01-6500-0-5800-102-5750-1110-003-038 NN F	3,450.00	3,450.00
					TOTAL PAYMENT AMOUNT	3,450.00 *	3,450.00
014588/00	MILLER, CHERYL A.						
185	PO-130145	07/20/2012	MED REIMB		1 01-0000-0-3704-100-1110-1000-000-000 NN F	50.00	50.00
					TOTAL PAYMENT AMOUNT	50.00 *	50.00
011197/00	MINGUS MOUNTAIN ACADEMY						
	CL-128101	07/20/2012	1011/1111		01-6500-0-5800-102-5750-1180-003-000 NN	3,000.00	3,000.00
	CL-128102	07/20/2012	1011/1111		01-6501-0-5800-102-5750-1180-003-000 NN	7,363.00	7,363.00
					TOTAL PAYMENT AMOUNT	10,363.00 *	10,363.00
020461/00	MITCHELL, CYNDY						
83	PO-130053	07/20/2012	MEAL TRIP	358	1 01-7230-0-5800-112-0000-3600-007-000 NN P	12.76	12.76
					TOTAL PAYMENT AMOUNT	12.76 *	12.76

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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		
015343/00		NORTH HIGHLANDS RECREATION AND						
184	PO-130148	07/20/2012 712613	1	01-0000-0-5600-106-0000-8200-007-000	NN	F	2,500.00	2,500.00
TOTAL PAYMENT AMOUNT							2,500.00 *	2,500.00
015787/00		O'REILLY AUTO PARTS						
88	PO-130058	07/20/2012 3558-187273	1	01-7230-0-4300-112-0000-3600-007-000	NN	P	177.17	177.17
TOTAL PAYMENT AMOUNT							177.17 *	177.17
022163/00		ODYSSEY LEARNING CENTER INC						
CL-128124	07/20/2012 8002580		01-6500-0-5800-102-5750-1180-003-000	NN			1,678.50	1,678.50
CL-128125	07/20/2012 8002580		01-6500-0-5800-102-5750-1180-003-000	NN			1,257.26	1,257.26
TOTAL PAYMENT AMOUNT							2,935.76 *	2,935.76
011822/00		OLARIU, STEFAN						
87	PO-130057	07/20/2012 TRIP 360	1	01-7230-0-5800-112-0000-3600-007-000	NN	P	8.35	8.35
87	PO-130057	07/20/2012 392	1	01-7230-0-5800-112-0000-3600-007-000	NN	P	7.00	7.00
87	PO-130057	07/20/2012 NOCO CDC	1	01-7230-0-5800-112-0000-3600-007-000	NN	P	14.69	14.69
TOTAL PAYMENT AMOUNT							30.04 *	30.04
019700/00		PITNEY BOWES INC						
210	PO-130178	07/20/2012 1255240-jy12	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
011345/00		PLACER LEARNING CENTER						
CL-128127	07/20/2012 JUNE 2012		01-6500-0-5800-102-5750-1180-003-000	NN			4,435.60	4,435.60
TOTAL PAYMENT AMOUNT							4,435.60 *	4,435.60
022525/00		POST-IT LLC						
CL-128128	07/20/2012 MAY 2012		01-0000-0-5800-110-0000-7200-004-000	NN			40.00	40.00
CL-128128	07/20/2012 JUNE 2012		01-0000-0-5800-110-0000-7200-004-000	NN			60.00	60.00
TOTAL PAYMENT AMOUNT							100.00 *	100.00

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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		
010096/00	POSTAGE BY PHONE RESERVE ACCT						
178 PO-130142	07/20/2012	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	07/20/2012	180134240	1	01-7230-0-5600-112-0000-3600-007-000	NN P	41.45	41.45
91 PO-130061	07/20/2012	180134770	1	01-7230-0-5600-112-0000-3600-007-000	NN P	41.45	41.45
181 PO-130144	07/20/2012	180134769	1	01-0000-0-5800-111-0000-8200-007-000	NN P	121.32	121.32
TOTAL PAYMENT AMOUNT				204.22 *			204.22
011238/00	RELIABLE TIRE						
92 PO-130062	07/20/2012	96611	1	01-7230-0-4300-112-0000-3600-007-000	NN P	428.98	428.98
TOTAL PAYMENT AMOUNT				428.98 *			428.98
010627/00	RIVERVIEW INTERNATIONAL TRUCKS						
188 PO-130164	07/20/2012	769651	1	01-7230-0-4300-112-0000-3600-007-000	NN P	58.90	58.90
TOTAL PAYMENT AMOUNT				58.90 *			58.90
010552/00	SAC VAL JANITORIAL						
CL-128104	07/20/2012	1992047		01-0000-0-9320-000-0000-0000-000-000	NN	1,007.68	1,007.68
CL-128104	07/20/2012	1992050		01-0000-0-9320-000-0000-0000-000-000	NN	257.96	257.96
155 PO-130122	07/20/2012	01992502	1	01-0000-0-4300-111-0000-8200-007-000	NN P	142.17	142.17
159 PO-130123	07/20/2012	01993054	1	01-0000-0-9320-000-0000-0000-000-000	NN P	7,422.88	7,422.88
159 PO-130123	07/20/2012	01993360	1	01-0000-0-9320-000-0000-0000-000-000	NN P	1,039.90	1,039.90
TOTAL PAYMENT AMOUNT				9,870.59 *			9,870.59
022018/00	SACRAMENTO AUTOGLASS & MIRROR						
94 PO-130161	07/20/2012	059106105	1	01-7230-0-4300-112-0000-3600-007-000	NN P	246.15	246.15
TOTAL PAYMENT AMOUNT				246.15 *			246.15
010826/00	SHIFFLER EQUIPMENT SALES INC						
CL-128129	07/20/2012	1215810600		01-8150-0-4300-106-0000-8110-007-000	NN	356.43	356.43
CL-128130	07/20/2012	125810600		01-8150-0-4300-106-0000-8110-007-000	NN	395.17	395.17
TOTAL PAYMENT AMOUNT				751.60 *			751.60

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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		
017883/00	SIMPLEXGRINNELL LP						
	CL-128105 07/20/2012 67920231		01-8150-0-4300-106-0000-8110-007-000 NN			1,162.79	1,162.79
49	PO-130027 07/20/2012 67958900		1 01-8150-0-5800-106-0000-8110-007-000 NN P			357.26	357.26
49	PO-130027 07/20/2012 75376234		1 01-8150-0-5800-106-0000-8110-007-000 NN P			609.00	609.00
49	PO-130027 07/20/2012 67958904		1 01-8150-0-5800-106-0000-8110-007-000 NN P			210.00	210.00
49	PO-130027 07/20/2012 75376237		1 01-8150-0-5800-106-0000-8110-007-000 NN P			240.25	240.25
49	PO-130027 07/20/2012 67958903		1 01-8150-0-5800-106-0000-8110-007-000 NN P			30.00	30.00
49	PO-130027 07/20/2012 75376236		1 01-8150-0-5800-106-0000-8110-007-000 NN P			232.50	232.50
49	PO-130027 07/20/2012 67958902		1 01-8150-0-5800-106-0000-8110-007-000 NN P			45.00	45.00
49	PO-130027 07/20/2012 75376238		1 01-8150-0-5800-106-0000-8110-007-000 NN P			147.25	147.25
49	PO-130027 07/20/2012 67958901		1 01-8150-0-5800-106-0000-8110-007-000 NN P			75.00	75.00
49	PO-130027 07/20/2012 75376233		1 01-8150-0-5800-106-0000-8110-007-000 NN P			201.50	201.50
	TOTAL PAYMENT AMOUNT				3,310.55 *		3,310.55
014863/00	SPECIALIZED ED OF CALIFORNIA						
	CL-128132 07/20/2012 JUNE 2012		01-6500-0-5800-102-5750-1180-003-000 NN			662.55	662.55
	TOTAL PAYMENT AMOUNT				662.55 *		662.55
018370/00	STANLEY CONVERGENT SECURITY						
53	PO-130031 07/20/2012 9391886		1 01-0000-0-5800-106-0000-8110-007-000 NN P			2,435.79	2,435.79
53	PO-130031 07/20/2012 9372195		1 01-0000-0-5800-106-0000-8110-007-000 NN P			111.24	111.24
53	PO-130031 07/20/2012 9368645		1 01-0000-0-5800-106-0000-8110-007-000 NN P			164.79	164.79
	TOTAL PAYMENT AMOUNT				2,711.82 *		2,711.82
022066/00	STEVE ANDERSON'S PLUMBING INC						
	CL-128106 07/20/2012 8863		01-0000-0-5600-106-0000-8110-007-000 NN			508.31	508.31
	TOTAL PAYMENT AMOUNT				508.31 *		508.31
021813/00	SUREWEST						
	55 PO-130033 07/20/2012 604457-0001		1 01-0000-0-5902-106-0000-8110-007-000 NN P			1,407.21	1,407.21
	TOTAL PAYMENT AMOUNT				1,407.21 *		1,407.21
022554/00	THE TRAILER SPECIALIST						
	192 PO-130166 07/20/2012 00038932		1 01-0000-0-4300-106-0000-8110-007-000 NN F			308.11	308.11
	TOTAL PAYMENT AMOUNT				308.11 *		308.11

81 CENTER UNIFIED SCHOOL DIST.
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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				
016370/00	TWIN RIVERS UNIFIED SCH DIST						
CL-128107	07/20/2012	122758	01-0000-0-5800-472-1801-1000-014-000 NN		76.00	76.00	
TOTAL PAYMENT AMOUNT			76.00 *			76.00	
016252/00	WALTON ENGINEERING INC						
189 PO-130165	07/20/2012	75555	1 01-7230-0-5600-112-0000-3600-007-000 NN F		690.99	690.99	
TOTAL PAYMENT AMOUNT			690.99 *			690.99	
022221/00	WESTERN HEALTH ADVANTAGE						
PV-131003	07/20/2012	WHA AUGUST	01-0000-0-9552-000-0000-0000-000-000 NN			105,917.92	
TOTAL PAYMENT AMOUNT			105,917.92 *			105,917.92	
019842/00	WFCB-OSH COMMERCIAL SERVICES						
41 PO-130021	07/20/2012	0211157926	1 01-8150-0-4300-106-0000-8110-007-000 NN P		94.87	94.87	
41 PO-130021	07/20/2012	0211157860	1 01-8150-0-4300-106-0000-8110-007-000 NN P		52.72	52.72	
TOTAL PAYMENT AMOUNT			147.59 *			147.59	
TOTAL FUND PAYMENT			368,243.46 **			368,243.46	

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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			
021080/00	ED JONES FOOD SERVICE INC						
CL-128099	07/20/2012	147687/147869/148235		13-5310-0-4700-108-0000-3700-007-000 NN		14,816.95	14,816.95
			TOTAL PAYMENT AMOUNT		14,816.95 *		14,816.95
019993/00	PROPACIFIC FRESH						
CL-128103	07/20/2012	01645435		13-5310-0-4700-108-0000-3700-007-000 NN		58.90	58.90
			TOTAL PAYMENT AMOUNT		58.90 *		58.90
			TOTAL FUND	PAYMENT	14,875.85 **		14,875.85

81 CENTER UNIFIED SCHOOL DIST.
7/20/2012 FINAL

ACCOUNTS PAYABLE PRELIST
BATCH: 0003 07/20/2012
FUND : 21 BUILDING 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				
017213/00	DIVISION OF STATE ARCHITECT							
183 PO-130147	07/20/2012	025533		1 21-0000-0-6290-472-9631-8500-007-000 NN F			1,244.59	1,244.59
TOTAL PAYMENT AMOUNT					1,244.59 *			1,244.59
016784/00	PEST CONTROL CENTER INC.							
CL-128126	07/20/2012	267270		21-0000-0-5560-472-9631-8500-007-000 NN			3,675.00	3,675.00
CL-128126	07/20/2012	267271		21-0000-0-5560-472-9631-8500-007-000 NN			3,100.00	3,100.00
TOTAL PAYMENT AMOUNT					6,775.00 *			6,775.00
TOTAL FUND PAYMENT					8,019.59 **			8,019.59
TOTAL BATCH PAYMENT					391,138.90 ***		0.00	391,138.90
TOTAL DISTRICT PAYMENT					391,138.90 ****		0.00	391,138.90
TOTAL FOR ALL DISTRICTS:					391,138.90 ****		0.00	391,138.90

Number of warrants to be printed: 56, not counting voids due to stub overflows.

81 CENTER UNIFIED SCHOOL DIST.
080612

ACCOUNTS PAYABLE PRELIST

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Batch status: A All

From batch: 0068

To batch: 0068

Include Revolving Cash: Y

Include Address: N

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080612

ACCOUNTS PAYABLE PRELIST
BATCH: 0068 060812
FUND : 01 GENERAL FUND

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num				
Req Reference	Date	Description	FD RESO	P OBJE	SIT GOAL	FUNC RES	DEP T9MP	Liq Amt	Net Amount
011802/00	A-Z BUS SALES INC.								
2045	PO-121700	06/08/2012	DI07772	1	01-7230-0-4300-112-0000-3600-007-000	NN	P	625.81	625.81
TOTAL PAYMENT AMOUNT								625.81	625.81
010002/00	ALDAR ACADEMY								
1180	PO-121003	06/08/2012	MAY 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
010400/00	AT&T								
14	PO-120154	06/08/2012	248-134-8100 8413	1	01-0000-0-5902-106-0000-8110-007-000	NN	P	7.82	7.82
TOTAL PAYMENT AMOUNT								7.82	7.82
011675/00	AT&T MESSAGING								
15	PO-120155	06/08/2012	6687963	1	01-0000-0-5902-106-0000-8110-007-000	NN	P	720.00	720.00
TOTAL PAYMENT AMOUNT								720.00	720.00
010442/00	BAR HEIN								
19	PO-120013	06/08/2012	387099	1	01-0000-0-4300-106-0000-8110-007-000	NN	P	184.77	184.77
TOTAL PAYMENT AMOUNT								184.77	184.77
021235/00	BECKER, LEE ANN								
2376	PO-121969	06/08/2012	MAY MILEAGE	1	01-0000-0-5210-102-0000-3140-003-000	NN	F	57.17	57.17
TOTAL PAYMENT AMOUNT								57.17	57.17
014056/00	BENDER, LINDA								
2380	PO-121973	06/08/2012	MAY MILEAGE	1	01-9520-0-5210-472-1110-1000-003-000	NN	F	12.21	12.21
TOTAL PAYMENT AMOUNT								12.21	12.21
019075/00	BRIGHT FUTURES THERAPY								
2299	PO-121916	06/08/2012	2093	1	01-6500-0-5800-102-5750-1180-003-000	NN	F	3,000.00	3,000.00
2386	PO-121979	06/08/2012	2093	1	01-6500-0-5800-102-5750-1180-003-000	NN	F	7,480.00	7,480.00
TOTAL PAYMENT AMOUNT								10,480.00	10,480.00

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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				
021678/00	CAPITOL ACADEMY						
2387 PO-121980	06/08/2012	163 MAY12	1 01-6500-0-5800-102-5750-1180-003-000 NN F			9,894.80	9,894.80
TOTAL PAYMENT AMOUNT			9,894.80 *				9,894.80
021036/00	CCHAT CENTER						
508 PO-120450	06/08/2012	CENTE5-2012	1 01-6500-0-5800-102-5750-1180-003-000 NN P			2,731.74	2,731.74
TOTAL PAYMENT AMOUNT			2,731.74 *				2,731.74
020305/00	CDW GOVERNMENT INC.						
2320 PO-121934	06/08/2012	L114140	1 01-0000-0-4400-110-0000-7200-004-000 NN F			267.50	266.88
2330 PO-121938	06/08/2012	L185402	1 01-5640-0-5800-601-9728-1000-017-000 NN P			25.02	25.02
2330 PO-121938	06/08/2012	L145216	1 01-5640-0-5800-601-9728-1000-017-000 NN F			53.32	53.32
TOTAL PAYMENT AMOUNT			345.22 *				345.22
014557/00	COLLEGE OAK TOW & TRANSPORT						
1541 PO-121304	06/08/2012	454914	1 01-7230-0-5600-112-0000-3600-007-000 NN P			134.40	134.40
TOTAL PAYMENT AMOUNT			134.40 *				134.40
015800/00	DISCOUNT SCHOOL SUPPLY						
2196 PO-121825	06/08/2012	D15743850101	1 01-6250-0-4300-601-0000-3110-017-238 NN F			206.33	209.15
2246 PO-121865	06/18/2012	D15780850101	1 01-6501-0-4300-601-5770-1190-017-000 NN F			30.09	27.72
TOTAL PAYMENT AMOUNT			236.87 *				236.87
011613/00	DITTO PRINT & COPY						
2093 PO-121733	06/08/2012	4642	1 01-0000-0-5800-105-0000-7200-005-000 NN F			75.00	45.15
2220 PO-121836	06/08/2012	4647	1 01-0000-0-5800-105-0000-7200-005-000 NN F			1,006.28	1,049.38
TOTAL PAYMENT AMOUNT			1,094.53 *				1,094.53
021610/00	EATON INTERPRETING SERVICES						
2354 PO-121954	06/08/2012	122597	1 01-0000-0-5800-103-0000-3160-003-911 NN F			105.00	105.00
TOTAL PAYMENT AMOUNT			105.00 *				105.00

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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				
011818/00	GOODELL PORTER SANCHEZ &						
2291 PO-121913	06/08/2012	4126.0 5/31	1 01-0000-0-5800-105-0000-7190-005-000 NN P			5,500.00	5,500.00
			TOTAL PAYMENT AMOUNT	5,500.00 *			5,500.00
017718/00	GUIDING HANDS INC.						
888 PO-120755	06/08/2012	MAY 12 D12213	1 01-6500-0-5800-102-5750-1180-003-000 NN F			4,046.40	4,046.40
2389 PO-121981	06/08/2012	D12213	1 01-6500-0-5800-102-5750-1180-003-000 NN F			2,102.76	2,102.76
			TOTAL PAYMENT AMOUNT	6,149.16 *			6,149.16
014044/00	HAGEDORN, ROGER						
45 PO-120034	06/08/2012	MAY	1 01-0000-0-5210-106-0000-8300-007-000 NN P			14.30	14.30
			TOTAL PAYMENT AMOUNT	14.30 *			14.30
017002/00	HOME DEPOT CREDIT SERVICES						
52 PO-120163	06/08/2012	66690183921	1 01-8150-0-4300-106-0000-8110-007-000 NN P			49.24	49.24
52 PO-120163	06/08/2012	66690129759	1 01-8150-0-4300-106-0000-8110-007-000 NN P			86.67	86.67
			TOTAL PAYMENT AMOUNT	135.91 *			135.91
021458/00	HUGHES HARDWOOD INC						
2302 PO-121919	06/08/2012	210574	1 01-8150-0-4300-106-0000-8110-007-000 NN F			4,385.86	4,385.86
			TOTAL PAYMENT AMOUNT	4,385.86 *			4,385.86
022170/00	JAPPERT, APRIL						
2378 PO-121971	06/08/2012	MAY MILEAGE	1 01-6500-0-5800-102-5770-3600-003-000 NN F			372.96	372.96
			TOTAL PAYMENT AMOUNT	372.96 *			372.96
017899/00	LAWSON, BECKY						
2377 PO-121970	06/08/2012	MAY MILEAGE	1 01-0000-0-5210-103-0000-2110-003-000 NN F			17.76	17.76
			TOTAL PAYMENT AMOUNT	17.76 *			17.76

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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				
020742/00	LEGACY ROOFING & WATERPROOFING						
2348 PO-121950	06/08/2012	7002671-WO	1 01-8150-0-4300-106-0000-8110-007-000 NN F			1,171.00	1,171.00
TOTAL PAYMENT AMOUNT				1,171.00 *			1,171.00
022406/00	MAXIM HEALTHCARE SERVICES INC						
2349 PO-121951	06/08/2012	0772600262	1 01-0000-0-5800-102-0000-3140-003-000 NN F			2,100.00	2,100.00
2393 PO-121983	06/08/2012	0784220262	1 01-0000-0-5800-102-0000-3140-003-000 NN F			3,710.00	3,710.00
TOTAL PAYMENT AMOUNT				5,810.00 *			5,810.00
018496/00	MCCLELLAN HIGH SCHOOL						
2222 PO-121959	06/08/2012	REIMB BBQ	1 01-0000-0-4300-475-3200-1000-015-000 NN F			177.50	177.50
TOTAL PAYMENT AMOUNT				177.50 *			177.50
022172/00	MED TRANS MEDICAL/LEGAL						
2345 PO-121949	06/08/2012	646	1 01-6500-0-5800-102-5750-1180-003-000 NN F			640.00	640.00
TOTAL PAYMENT AMOUNT				640.00 *			640.00
016679/00	MELVIN R. CUCKOVICH						
2375 PO-121968	06/08/2012	MILEAGE MAY	1 01-6500-0-5800-102-5001-2700-003-000 NY F			69.38	69.38
TOTAL PAYMENT AMOUNT				69.38 *			69.38
019059/00	MILLENNIUM TERMITE & PEST						
61 PO-120165	06/08/2012	TR-71099	1 01-0000-0-5500-106-0000-8110-007-000 NN P			91.00	91.00
61 PO-120165	06/08/2012	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
015787/00	O'REILLY AUTO PARTS						
1919 PO-121596	06/08/2012	3558-180450	1 01-7230-0-4300-112-0000-3600-007-000 NN P			53.73	53.73
1919 PO-121596	06/08/2012	3558-181143	1 01-7230-0-4300-112-0000-3600-007-000 NN P			16.15	16.15
TOTAL PAYMENT AMOUNT				69.88 *			69.88

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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				
022163/00	ODYSSEY LEARNING CENTER INC							
1542 PO-121305	06/08/2012	802563		1 01-6500-0-5800-102-5750-1180-003-000 NN P			4,556.27	4,556.27
				TOTAL PAYMENT AMOUNT	4,556.27 *			4,556.27
017576/00	OFFICE DEPOT/BUS.SERVICES DIV							
2244 PO-121923	06/08/2012	611157777001		1 01-6501-0-4300-601-5770-1190-017-000 NN F			312.50	312.50
				TOTAL PAYMENT AMOUNT	312.50 *			312.50
021050/00	PACHECO, SHAWNA							
2381 PO-121974	06/08/2012	MAY MILEAGE		2 01-6520-0-5210-472-5770-1110-003-000 NN F			64.38	64.38
2381 PO-121974	06/08/2012	MAY MILEAGE		1 01-9520-0-5210-472-1110-1000-003-000 NN F			22.76	22.76
				TOTAL PAYMENT AMOUNT	87.14 *			87.14
011345/00	PLACER LEARNING CENTER							
1967 PO-121638	06/08/2012	MAY 2012		1 01-6500-0-5800-102-5750-1180-003-000 NN P			6,482.80	6,482.80
				TOTAL PAYMENT AMOUNT	6,482.80 *			6,482.80
018535/00	POINT QUEST EDUCATION INC							
2397 PO-121986	06/08/2012	MAY2012		1 01-6500-0-5800-102-5750-1180-003-000 NN F			10,058.13	10,058.13
				TOTAL PAYMENT AMOUNT	10,058.13 *			10,058.13
021401/00	PRACTI-CAL INC							
2379 PO-121972	06/08/2012	21595		1 01-5640-0-5800-103-0000-3140-003-000 NN P			51.14	51.14
2379 PO-121972	06/08/2012	21980		1 01-5640-0-5800-103-0000-3140-003-000 NN F			3,785.00	3,785.00
				TOTAL PAYMENT AMOUNT	3,836.14 *			3,836.14
021194/00	PRUDENTIAL OVERALL SUPPLY INC							
272 PO-120250	06/08/2012	180127788		1 01-0000-0-5800-111-0000-8200-007-000 NN F			44.03	44.03
1185 PO-121007	06/08/2012	180131776		1 01-7230-0-5600-112-0000-3600-007-000 NN P			46.79	46.79
2384 PO-121977	06/08/2012	18127788		1 01-0000-0-5800-111-0000-8200-007-000 NN P			65.82	65.82
2384 PO-121977	06/08/2012	180131775		1 01-0000-0-5800-111-0000-8200-007-000 NN P			109.85	109.85
				TOTAL PAYMENT AMOUNT	266.49 *			266.49

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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				
011238/00	RELIABLE TIRE						
1948 PO-121620	06/08/2012	95262	1 01-7230-0-4300-112-0000-3600-007-000 NN P			212.13	212.13
1948 PO-121620	06/08/2012	95403	1 01-7230-0-4300-112-0000-3600-007-000 NN P			2,092.64	2,092.64
TOTAL PAYMENT AMOUNT			2,304.77 *				2,304.77
010627/00	RIVERVIEW INTERNATIONAL TRUCKS						
150 PO-120099	06/08/2012	765843	1 01-7230-0-4300-112-0000-3600-007-000 NN P			153.62	153.62
TOTAL PAYMENT AMOUNT			153.62 *				153.62
010101/00	SACRAMENTO COUNTY OFFICE OF						
1990 PO-121958	06/08/2012	121100	1 01-0000-0-5800-472-1209-1000-014-000 NN F			650.00	650.00
TOTAL PAYMENT AMOUNT			650.00 *				650.00
016337/00	SAECHOA, PA						
2382 PO-121975	06/08/2012	APR MAY MILEAGE	1 01-6500-0-5800-102-5770-3600-003-000 NN F			421.80	421.80
TOTAL PAYMENT AMOUNT			421.80 *				421.80
020981/00	SAVE MART SUPERMARKETS						
559 PO-120484	06/08/2012	2295748	1 01-0000-0-4300-120-0000-7110-001-000 NN P			9.98	9.98
TOTAL PAYMENT AMOUNT			9.98 *				9.98
018930/00	SCHOOL SPECIALTY/CLASSROOM DIR						
2187 PO-121819	06/08/2012	308101266422	1 01-6250-0-4300-601-0000-3110-017-238 NN F			44.74	41.75
TOTAL PAYMENT AMOUNT			41.75 *				41.75
019222/00	SIERRA PEDIATRIC THERAPY						
2394 PO-121984	06/08/2012	CABA 000001	1 01-6500-0-5800-102-5750-1180-003-000 NY F			750.00	750.00
TOTAL PAYMENT AMOUNT			750.00 *				750.00

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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				
017883/00		SIMPLEXGRINNELL LP					
86 PO-120177	06/08/2012	32094381	1 01-8150-0-5800-106-0000-8110-007-000 NN P			150.00	150.00
86 PO-120177	06/08/2012	32180230	1 01-8150-0-5800-106-0000-8110-007-000 NN P			150.00	150.00
86 PO-120177	06/08/2012	32179437	1 01-8150-0-5800-106-0000-8110-007-000 NN P			150.00	150.00
86 PO-120177	06/08/2012	32181021	1 01-8150-0-5800-106-0000-8110-007-000 NN P			187.50	187.50
TOTAL PAYMENT AMOUNT			637.50 *				637.50
014558/00		SPURR					
89 PO-120180	06/08/2012	47050	1 01-0000-0-5520-106-0000-8110-007-000 NN P			1,774.12	1,774.12
TOTAL PAYMENT AMOUNT			1,774.12 *				1,774.12
015191/00		WACHOB, CYNTHIA					
2383 PO-121976	06/08/2012	MAY MILEAGE	1 01-6500-0-5210-102-5060-2110-003-000 NN F			163.73	163.73
TOTAL PAYMENT AMOUNT			163.73 *				163.73
019842/00		WFCB-OSH COMMERCIAL SERVICES					
66 PO-120167	06/08/2012	0211024227	1 01-0000-0-4300-106-0000-8110-007-000 NN P			57.10	57.10
66 PO-120167	06/08/2012	0211013430	1 01-0000-0-4300-106-0000-8110-007-000 NN P			19.37	19.37
2266 PO-121882	06/08/2012	0211153278	1 01-8150-0-4300-106-0000-8110-007-000 NN P			16.13	16.13
2266 PO-121882	06/08/2012	0211012342	1 01-8150-0-4300-106-0000-8110-007-000 NN P			13.36	13.36
TOTAL PAYMENT AMOUNT			105.96 *				105.96
015604/00		ZEPHER, DESTINY					
2357 PO-121961	06/08/2012	MAY MILEAGE	1 01-5630-0-5800-601-1220-1000-017-000 NN F			334.78	334.78
TOTAL PAYMENT AMOUNT			334.78 *				334.78
TOTAL FUND PAYMENT			86,995.01 **				86,995.01

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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
010669/00	ALHAMBRA & SIERRA SPRINGS										

999 PO-120847 06/08/2012 4779099 052612

TOTAL PAYMENT AMOUNT	2 09-0700-0-4300-503-0000-2700-018-000 NN F	117.18	93.35
	93.35 *		93.35

TOTAL FUND	PAYMENT	93.35 **	93.35
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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						
990 PO-120834	06/08/2012	716559	1 13-5310-0-4400-108-0000-3700-007-000 NN P			433.91	433.91
TOTAL PAYMENT AMOUNT						433.91 *	433.91
017316/00	CHAMBERLAIN, MICHELE						
2350 PO-121960	06/08/2012	REFUND	1 13-5310-0-8634-000-0000-0000-000-000 NN F			2.00	2.00
TOTAL PAYMENT AMOUNT						2.00 *	2.00
011602/00	DANIELSEN CO., THE						
507 PO-120877	06/08/2012	102454	2 13-5310-0-4300-108-0000-3700-007-000 NN F			2,755.66	8.00
507 PO-120877	06/08/2012	102454	4 13-5310-0-4700-108-0000-3700-007-000 NN F			2,747.66	2,326.19
TOTAL PAYMENT AMOUNT						2,334.19 *	2,334.19
017051/00	DAVIS, LAURA						
269 PO-120292	06/08/2012	APR-MAY	1 13-5310-0-5210-108-0000-3700-007-000 NN F			223.64	71.37
TOTAL PAYMENT AMOUNT						71.37 *	71.37
017730/00	HARRIS COMPUTER SYSTEMS						
2372 PO-121966	06/08/2012	MN0001293	1 13-5310-0-5612-108-0000-3700-007-000 NN F			8,157.74	8,157.74
TOTAL PAYMENT AMOUNT						8,157.74 *	8,157.74
019712/00	JUANITA ESPARZA						
2391 PO-121982	06/08/2012	MEAL REFUND	1 13-5310-0-8634-000-0000-0000-000-000 NN F			102.50	102.50
TOTAL PAYMENT AMOUNT						102.50 *	102.50
022464/00	KASEY, LAURA						
268 PO-120247	06/08/2012	MAR-MAY MILEAGE	1 13-5310-0-5210-108-0000-3700-007-000 NN F			212.48	92.07
TOTAL PAYMENT AMOUNT						92.07 *	92.07

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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				
016598/00	PLACER COUNTY ENVIRONMENTAL						
2339 PO-121948	06/08/2012	IN 0079285	1 13-5310-0-5800-108-0000-3700-007-000 NN F			1,157.00	1,157.00
TOTAL PAYMENT AMOUNT						1,157.00 *	1,157.00
011423/00	PLATH DISTRIBUTION INC						
1740 PO-121454	06/08/2012	8551	1 13-5310-0-4700-108-0000-3700-007-000 NN P			10,068.68	10,068.68
TOTAL PAYMENT AMOUNT						10,068.68 *	10,068.68
019993/00	PROPACIFIC FRESH						
2371 PO-121965	06/08/2012	CHS	1 13-5310-0-4700-108-0000-3700-007-000 NN P			2,757.07	2,757.07
2371 PO-121965	06/08/2012	DU	1 13-5310-0-4700-108-0000-3700-007-000 NN P			1,078.41	1,078.41
2371 PO-121965	06/08/2012	NC	1 13-5310-0-4700-108-0000-3700-007-000 NN P			565.70	565.70
2371 PO-121965	06/08/2012	OH	1 13-5310-0-4700-108-0000-3700-007-000 NN P			816.73	816.73
2371 PO-121965	06/08/2012	SP	1 13-5310-0-4700-108-0000-3700-007-000 NN P			515.68	515.68
2371 PO-121965	06/08/2012	WCR	1 13-5310-0-4700-108-0000-3700-007-000 NN P			1,050.00	1,050.00
TOTAL PAYMENT AMOUNT						6,783.59 *	6,783.59
021194/00	PRUDENTIAL OVERALL SUPPLY INC						
284 PO-120262	06/08/2012	180131254	1 13-5310-0-5800-108-0000-3700-007-000 NN P			67.10	67.10
284 PO-120262	06/08/2012	180131774	1 13-5310-0-5800-108-0000-3700-007-000 NN P			67.10	67.10
284 PO-120262	06/08/2012	18127787	1 13-5310-0-5800-108-0000-3700-007-000 NN P			67.10	67.10
TOTAL PAYMENT AMOUNT						201.30 *	201.30
020462/00	STAPLES ADVANTAGE						
494 PO-120442	06/08/2012	113544057	1 13-5310-0-4300-108-0000-3700-007-000 NN F			1,065.47	154.64
TOTAL PAYMENT AMOUNT						154.64 *	154.64
011422/00	SYSCO OF SAN FRANCISCO						
275 PO-120253	06/08/2012	5151860	2 13-5310-0-4300-108-0000-3700-007-000 NN P			544.24	544.24
275 PO-120253	06/08/2012	012093	2 13-5310-0-4300-108-0000-3700-007-000 NN P			1,309.89	1,309.89
275 PO-120253	06/08/2012	082125	2 13-5310-0-4300-108-0000-3700-007-000 NN P			1,503.16	1,503.16
275 PO-120253	06/08/2012	082125/1466707	1 13-5310-0-4700-108-0000-3700-007-000 NN P			5,132.85	5,132.85
275 PO-120253	06/08/2012	151860/222022	1 13-5310-0-4700-108-0000-3700-007-000 NN F			925.96	1,123.83
510 PO-120879	06/08/2012	012093/3931/8446	1 13-5310-0-4700-108-0000-3700-007-000 NN P			3,435.36	3,435.36
TOTAL PAYMENT AMOUNT						13,049.33 *	13,049.33

81 CENTER UNIFIED SCHOOL DIST.
080612

ACCOUNTS PAYABLE PRELIST
BATCH: 0068 060812
FUND : 13 CAFETERIA FUND

J8513 APY500 H.02.05 06/06/12 PAGE 11
<< Open >>

Vendor/Addr	Remit name	Req Reference	Date	Description	Tax ID num	Deposit type	ABA num	Account num	FD RESO	P OBJE	SIT GOAL	FUNC RES	DEP T9MP	Liq Amt	Net Amount

TOTAL FUND PAYMENT 42,608.32 **															

42,608.32															

;

81 CENTER UNIFIED SCHOOL DIST.
080612

ACCOUNTS PAYABLE PRELIST
BATCH: 0068 060812
FUND : 21 BUILDING FUND

J8513 APY500 H.02.05 06/06/12 PAGE 12
<< 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				
018992/00	GREEN ACRES NURSERY & SUPPLY						
1856 PO-121549	06/08/2012	01-3-52497	1 21-0000-0-4300-106-9629-8500-007-000 NN F			969.97	902.62
			TOTAL PAYMENT AMOUNT	902.62 *			902.62
			TOTAL FUND PAYMENT	902.62 **			902.62
			TOTAL BATCH PAYMENT	130,599.30 ***	0.00		130,599.30
			TOTAL DISTRICT PAYMENT	130,599.30 ****	0.00		130,599.30
			TOTAL FOR ALL DISTRICTS:	130,599.30 ****	0.00		130,599.30

Number of warrants to be printed: 63, not counting voids due to stub overflows.

**TIME SENSITIVE – For Board ACTION –
Nominations due Friday, September 28, 2012
Please deliver to all governing board members**

August 1, 2012



MEMORANDUM

TO: All Presidents and Superintendents
CSBA Member Districts and County Offices of Education

FROM: Jill Wynns, President

SUBJECT: Call for Nominations for Directors-at-Large, Asian/Pacific Islander and Hispanic

Nominations for CSBA Director-at-Large, Asian/Pacific Islander and Hispanic are currently being accepted until **Friday, September 28, 2012**. Nomination forms and all information related to the election process are available to download at www.csba.org/AboutCSBA.aspx.

The elections will take place at CSBA's Delegate Assembly meeting at the San Francisco Westin St. Francis hotel on November 28 – 29. Directors-at-Large serve two-year terms and take office immediately upon the close of the Association's Annual Education Conference.

The nominations for Director-at-Large must be made by a CSBA member board and the nominee must be a board member from a CSBA member district or county office of education. The U.S. Postal Service postmark or fax deadline for the nomination form and the required two letters of recommendation is **Friday, September 28**. A valid nomination includes:

- **A completed, signed nomination form.** *It is the responsibility of the nominating board to obtain permission from the nominee prior to submitting his or her name.*
- **Two letters of recommendation** (one page, single-sided). These letters may be submitted by a:
 - 1) Member district or county office of education (COE) board
A letter submitted by a member board, if signed by the Superintendent, must state in the letter "on behalf of the board."
 - 2) Individual board member from a member district or COE
 - 3) Board member organization
- **A completed, signed and dated candidate's form completed by the nominee is due to CSBA by Friday, October 5.** *(The candidate's form and the two letters of recommendation will be printed in the Delegate Assembly agenda exactly as submitted.)*

The current Directors-at-Large are as follows:

- Asian/Pacific Islander – Audrey Yamagata-Noji (Santa Ana USD)
- Hispanic – Susan Heredia (Natomas USD)

For further information, please contact the Leadership Services department at 800-266-3382.
Thank you.



2012 Director-at-Large, Asian/Pacific Islander or Hispanic Nomination Form

Please submit a separate nomination form for each nominee.

The nominations for Director-at-Large must be made by a CSBA member board and the nominee must be a board member from a CSBA member district or county office of education. The U.S. Postal Service postmark or fax deadline for the nomination form and the required two letters of recommendation is **Friday, September 28**.

Two letters of recommendation are required to be submitted with this nomination form.

The governing board of the _____ School District or County Office
Board of Education voted to nominate _____ as a candidate for
(Nominee name)
the following Director-at-Large position: (please indicate)

☐ Director-at-Large, Asian/Pacific Islander

☐ Director-at-Large, Hispanic

The nominee is a member of the _____ School District or
County Office Board of Education, which is a member of CSBA. The nominee has given
permission to be nominated.

Signature of the Board Clerk or Board Secretary

Date

Return the nomination form and two letters of recommendation to:

Jill Wynns, President

California School Boards Association

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

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



2012 Director-at-Large, Asian/Pacific Islander or Hispanic Candidate Form

Due: Friday, October 5, 2012 (U.S. Postmark or fax - 916.669.3305 or 916.371.3407)

This signed and dated candidate's form must be completed in the spaces provided; an optional, single-sided, one-page résumé may also be submitted. Please do not state "See résumé." Any page(s) exceeding this **two-page** form will **not** be printed in the Delegate Assembly agenda.

I am running for: (check one)

Director-at-Large, Asian/Pacific Islander ☐

Director-at-Large, Hispanic ☐

Name: _____ Region: _____

District or COE: _____ Years on board: _____ ADA: _____

Contact Number: _____ E-mail: _____

1. CSBA's Board of Directors is the governing body for the Association. What do you see as CSBA's greatest strength as an organization and what can the Board of Directors do to make it even stronger?

2. Given the governing roles and responsibilities for the Board of Directors to set direction and provide leadership, please describe the skills and experiences you would bring to the Board.

3. What is one characteristic that you believe every leader should possess?

4. What do you see as the biggest challenge facing school board members and how can CSBA help?

5. How do you plan to communicate and engage your constituents in the region or the state?

Signature

Date



The California School Boards Association (CSBA) Board of Directors establishes the vision, mission and goals for the Association as well as setting direction and providing leadership. The 32-member Board is comprised of 4 officers, 21 regional Directors, 5 Directors-at-Large, any officer or Director who sits on the National School Boards Association (NSBA) and the President of the California County Boards of Education (CCBE).

CSBA Vision and Mission

Vision

The California School Boards Association envisions a state where the public schools are widely recognized as the foundation of a free and democratic society, where local citizen governing boards are fully vested with the means to advance the best interests of students and the public, and where the futures of all children are driven by their aspirations, not bounded by their circumstances.

Mission

Boards of education are entrusted by their diverse communities to ensure that a high quality education is provided to each student. CSBA promotes success for all students by defining and driving the public education agenda and strengthening school board governance at the district and county levels. To achieve this mission, CSBA will be the leader in providing:

1. Policy and Political Leadership on Behalf of Children and Students
2. Comprehensive Support for Governance Teams
3. Direct Services to Districts and County Offices of Education
4. Education to our Communities about Public Schools and School Board Leadership

CSBA Board of Directors Roles and Responsibilities

Members of the Board of Directors establish the vision and mission for the Association, and ensure that Association activities and programs remain focused on those goals and the issues identified in the Policy Platform. The Board of Directors has the following powers and duties:

Statewide Leadership

- Adopts the Vision, Mission and Goals of the Association, and annually reviews progress toward achieving them.
- Adopts positions and policies which are consistent with the Policy Platform or which serve as interim positions and policies between Delegate Assembly meetings.
- Provides advocacy on behalf of children, public education, local boards and the Association.
- Serves on Board and other committees, councils, task forces and focus groups.
- Receives reports and updates on major programs, consistent with the Vision, Mission, and Strategic Goals of the Association.

Regional and Constituency Leadership

- Provides two-way communication with Delegate Assembly members and local board members.
- Supports and participates in the Association's activities and events.

Corporate Responsibilities

- Adopts the Association's budget.
- Adopts and amends the Association's Standing Rules.
- Receives reports on corporate operations.
- Approves the hiring and terms of employment of the Executive Director, upon recommendation of the Executive Committee.
- Comments annually on the performance, and acts on the contract of the Executive Director, upon recommendation of the Executive Committee.

Duties of the Directors-at-Large

Directors-at-Large serve as an effective two-way communication link between the CSBA Board of Directors and representative board members by:

- Gathering input and information on significant emerging issues from representative board members and communicating the issues/data to CSBA for effective response and/or assistance;
- Supporting and articulating CSBA activities and positions to representative board members;
- Promoting the Association, its services and events to representative board members, encouraging membership and participation;
- Serving as an advocate for public education;
- Encouraging communication and participation between representative board members throughout the state; and
- Communicating directly with representative board members (via letters, meetings, county trustee association events, articles in regional newsletters, visits to board meetings and/or other means as appropriate).

Required Meeting Dates

- Five CSBA Board of Directors meetings, which are typically held on weekends in January, late March/early April, May (Friday only), September, and November (Tuesday)
- Two Delegate Assembly meetings (two per year in conjunction with the May and November/December Board meetings)

/end



CSBA Board of Directors 2012 Director-at-Large Nominations & Elections FAQ

What are the required meetings?

- Five CSBA Board of Directors meetings, which are typically held on weekends in January, late March/early April, May (Friday), September, and November (Tuesday)
- Two Delegate Assembly meetings (May and November/December)

What is the term for Directors-at-Large? Directors-at-Large serve two-year terms and take office immediately upon the close of the Association's Annual Education Conference.

Who can run for Directors-at-Large, Asian/Pacific Islander and Hispanic? Any member of a district or county office of education board that is a member of CSBA.

Who can nominate the Directors-at-Large, Asian/Pacific Islander and Hispanic? Any district board or county office of education whose board is a member of CSBA.

What does a valid nomination consist of?

- 1) A completed, signed nomination form due Friday, September 28.
- 2) Two letters of recommendation (one page, single-sided, due Friday, September 28) from:
 - a) Member boards (*A letter submitted by a member board, if signed by the Superintendent, must state in the letter "on behalf of the board."*)
 - b) Individual board members from a member districts or COEs
 - c) A board member organization
- 3) A completed candidate's form from the nominee is due Friday, October 5.

Can the same board that nominates also submit a letter of recommendation? Yes.

When are the nomination forms and two letters of recommendations due? The U.S. Postal Service postmark or fax deadline is Friday, September 28, 2012.

Where do I return completed nomination and biographical sketch forms?

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

When and where are the elections held? The elections will take place November 28 – 29 at CSBA's Delegate Assembly meeting at the San Francisco Westin St. Francis hotel.

Who is the current CSBA Director-at-Large Asian/Pacific Islander? Audrey Yamagata-Noji (Santa Ana USD)
Who is the current CSBA Director-at-Large Hispanic? Susan Heredia (Natomas USD)

For additional information, please contact Leadership Services staff at (800) 266-3382.