

CENTER JOINT UNIFIED SCHOOL DISTRICT

www.centerusd.k12.ca.us

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

BOARD OF TRUSTEES REGULAR MEETING

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

Wednesday, October 15, 2014 - 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. 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. **STUDENT BOARD REPRESENTATIVE REPORTS (3 minutes each)** Info
 - 1. Center High School - Michelle Vu
 - 2. McClellan High School - Cassandra Bird / Khalil Haq
 - 3. Antelope View Charter & Global Youth Charter Schools - Paloma Lopez
- X. **ORGANIZATION REPORTS (3 minutes each)** Info
 - 1. CUTA - Heather Woods, President
 - 2. CSEA - Marie Huggins, President

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.

XI. REPORTS/PRESENTATIONS (8 minutes each)		Info
Student Serv.	1. Williams Uniform Complaint Quarterly Reporting - David Grimes	
Facilities & Op.	2. SMUD High School Energy Audit Program Presentation - Craig Deason	
↓	3. Technology Update - Craig Deason	
XII. COMMENTS FROM THE AUDIENCE REGARDING ITEMS NOT ON THE AGENDA		Public Comments Invited
<p><i>Anyone may address the Board regarding any item that is within the Board's subject matter jurisdiction. However, the Board <u>may not</u> discuss or take action on any item which is not on this agenda except as authorized by Government Code Section 5495.2. A speaker shall be limited to 3 minutes (Board Policy 9323). All public comments on items listed on this agenda will be heard at the time the Board is discussing that item.</i></p>		
XIII. BOARD / SUPERINTENDENT REPORTS (10 minutes)		Info
XIV. CONSENT AGENDA (5 minutes)		Action
<p><i>NOTE: The Board will be asked to approve all of the following items by a single vote, unless any member of the Board asks that an item be removed from the consent agenda and considered and discussed separately.</i></p>		
Governance	1. Approve Adoption of Minutes from September 17, 2014 Regular Meeting	
↓	2. Approve Resolution #5/2014-15: Resolution on Board Compensations for Missed Meetings	
Personnel	3. Approve Classified Personnel Transactions	
↓	4. Approve Certificated Personnel Transactions	
Special Ed	5. Approve 2014/2015 Individual Service Agreement: 2014-15-189-194 American River Speech	
Curr & Instr	6. Approve 2014/15 Program Improvement - Supplemental Education Services (SES Providers) - Master Contracts and Addendums:	
	! # 1 A+ Student Learning Academy/Center !	
	! # 1 Touch-Screen Tablet Computer Tutoring	
	! ACE Tutoring Services, Inc.	
	#1 Educando con Tabletas	
	#1 in Learning Online, Inc.	
	1 2 3 Math and Reading, Inc.	
	A+ Educational Centers	
	A Better Tomorrow Education	
	A Tree of Knowledge, Inc.	
	Academic Tutoring Services, Inc.	
	Adaptive Learning LLC	
	Applied Scholastics International	
	Brain Hurricane, LLC	
	Carter, Reddy & Associates, Inc.	
	Club Z! In-Home Tutoring Services, Inc.	
	Community College Foundation	
	Datamatics Inc. dba Achieve HighPoints	
	Growing Scholars Educational Center	
	Jump Into Math, JIM Enterprises, Inc.	
	Keep Hope Alive Project	
	Professional Tutors of America Inc.	
	TutorWorks Inc.	
↓	7. Ratify Professional Service Agreement: Camfel Productions	
↓	8. Approve Sacramento County Office of Education, Sacramento Cal-SOAP Consortium Memorandum of Understanding 2014-2015-1	
↓	9. Approve Field Trip: CHS Media Communications Students to San Francisco Bay Area	

- ↓
Business ↓
10. Approve Field Trip: CHS Future Business Leaders of America (FBLA) to Northern California Leadership Development Institute, Santa Clara, CA
 11. Approve Payroll Orders: July 2014 - September 2014
 12. Approve Supplemental Agenda (Vendor Warrants): September 2014
- XV. UNFINISHED BUSINESS** Action
1. Renewal of the Memorandum of Understanding Between Center Joint Unified School District and Antelope View Charter School
 2. Renewal of the Memorandum of Understanding Between Global Youth Charter School and Center Joint Unified School District
- XVI. ADVANCE PLANNING** Info
- a. *Future Meeting Dates:*
 - i. *Special Meeting: Wednesday, November 5, 2014 @ 5:30 p.m. - District Office Conference Room 5, 8408 Watt Avenue, Antelope, CA 95843*
 - ii. *Regular Meeting: Wednesday, November 19, 2014 @ 6:00 p.m. - District Board Room - Room 503, located at Riles Middle School, 4747 PFE Road, Roseville, CA 95747*
 - b. *Suggested Agenda Items:*
- XVII. CONTINUATION OF CLOSED SESSION (Item IV)** Action
- XVIII. ADJOURNMENT** Action

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Student Services

Date: October 15, 2014

To: Board of Trustees

Action Item

Information Item X

Attached Pages 1

From: David Grimes, Director of Personnel/Student Services

Initials: D.G.

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-
July – September 2014

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: Facilities & Operations Department

To: Board of Trustees

Action Item _____

Date: October 15, 2014

Information Item X

From: Craig Deason, Assist. Supt.

Attached Pages _____

Assist. Supt. Initials: CD

SUBJECT:

SMUD High School Energy Audit Program Presentation

Center High School students who have served as team members of the SMUD High School Energy Efficiency and Audit Training Project will provide a PowerPoint presentation detailing audit results and recommendations for saving energy and money.

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, September 17, 2014

MINUTES

OPEN SESSION - CALL TO ORDER - President Hunt called the meeting to order at 5:15 p.m.

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

Trustees Absent: Mrs. Anderson

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

ANNOUNCEMENT OF ITEMS TO BE DISCUSSED IN CLOSED SESSION

1. Student Expulsions/Readmissions (G.C. §54962)
2. Conference with Labor Negotiator, David Grimes, Re: CSEA and CUTA (G.C. §54957.6)
3. Public Employee Performance Evaluation (Certificated) - Superintendent (G.C. §54957)

PUBLIC COMMENTS REGARDING ITEMS TO BE DISCUSSED IN CLOSED SESSION

CLOSED SESSION - 5:15 p.m.

OPEN SESSION - CALL TO ORDER – 6:00 p.m.

FLAG SALUTE - led by Scott Loehr

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

1. Student Expulsions/Readmissions (G.C. §54962)
Student Expulsion #14-15.01 - Recommendation approved.

Motion: Kelley
Second: Wilson

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

3. Public Employee Performance Evaluation (Certificated) - Superintendent (G.C. §54957)
Trustee Hunt announced that the Superintendent received a satisfactory evaluation.

At this point in the meeting it was announced that Trustee Anderson was absent due to illness.

ADOPTION OF AGENDA - There was a motion to approve the adoption of the agenda as amended: pull board agenda items XII (Comments From the Audience Regarding Items Not on the Agenda) & XV (Business Items) before item IX (Student Board Representative Reports), and pull Consent Agenda Items 6, 7, 8, and 15 for separate consideration.

Motion: Kelley
Second: Pope

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

COMMENTS FROM THE AUDIENCE REGARDING ITEMS NOT ON THE AGENDA –

Keisha Unger, parent, shared her concerns with the release of a coach from Center High School's Girls' Basketball. She noted that, after asking administration, she has not been given the reason why he was released and is trying to understand the main factor and reason for him being released. Trustee Hunt noted that they cannot address personnel issues. Trustee Wilson noted that legally we cannot discuss personnel issues, but if the employee wants to tell her or make it public, he can.

Savina Hall, parent, shared her concerns with issues with her son being disenrolled from school when she did not ask for him to be disenrolled. She has since enrolled him somewhere else. She stated that her son is not being allowed to play football at the other school and shared her concerns with Center's football team, coach and policies.

Mr. Tennette, former coach, shared his concerns with his son not being allowed to play football at another school after transferring from Center High School. There was discussion about Center's ineligible students. Mr. Jordan stated that he had asked for the names of the students that was believed to be ineligible to play for Center HS but was not given that information. Mr. Loehr noted that he could talk to David Grimes, Director of Personnel, to make sure no rights were violated regarding his position. Trustee Kelley asked what the next step was with the CIF ruling. He noted that it is in CIF's hands; they are waiting to hear. Trustee Kelley noted that they are only allowed to discuss items on the agenda, but he could meet with the Director of Personnel regarding the Personnel issue and that we can't control anything with CIF.

Dennis Smith, parent, shared with the Board that he had helped with coaching at Center HS under Mr. Tennette. He said that he had been strictly a volunteer. He noted that he has never asked for anything. He noted that he let Coach Gallagher know that he was now coaching football at Highlands and Mr. Gallagher didn't seem to be upset. He noted that he didn't know that he was breaking CIF rules. For the 6 years that he was at Center HS he had been driving kids to practices that were not enrolled. It didn't seem to be a problem then; not a problem when they were coming to Center. He never thought he was doing something wrong. He noted that he is upset that his name is being tarnished in the community and in social media.

PUBLIC HEARING: Notification of Compliance With Education Code §60119 for Funds Received under Pupil Textbook and Instructional Materials Incentive Program.

President Hunt opened the public hearing at 6:54 p.m. Mr. Scott Loehr, Superintendent, noted that this is a routine process that we go through to certify the sufficiency of textbook materials in the classrooms. There were no other public comments. The public hearing was closed at 6:55 p.m.

BUSINESS ITEMS

A. APPROVED - Certification of Provision of Standards-Aligned Instructional Materials

Motion: Wilson
Second: Kelley

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

B. APPROVED - Resolution #1/2014-15: Statement of Assurances Instructional Materials Fund

Motion: Wilson
Second: Kelley

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

C. APPROVED - 2013/14 Unaudited Actuals Report

Motion: Wilson
Second: Kelley

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

D. APPROVED - Resolution #2/2014-15: Gann Limit Resolution

Motion: Wilson
Second: Kelley

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

At this point in the meeting, Scott Loehr asked that Jeanne Bess be excused from the meeting due to illness.

At 7:00 p.m. Trustee Hunt announced that Trustee Wilson was leaving the meeting.

STUDENT BOARD REPRESENTATIVE REPORTS

1. Center High School - Michelle Vu
 - 3 weeks ago was the Welcome Back week and rally
 - Mrs. Winborne did the ice bucket challenge
 - last Tuesday was the Talent Show
 - last Friday there was a football game against River City and they won 28-7
 - homecoming theme this year is Pixar: Seniors have Toy Story, Juniors have Finding Nemo, Sophmores have Monsters Inc, and Freshmen have Up
 - Homecoming game is October 17

STUDENT BOARD REPRESENTATIVE REPORTS (continued)

2. McClellan High School - Cassandra Bird

- congratulations to the students who earned Perfect Attendance for Trimester 1A: Devon Shilling, Daria Fidorchuk, Andrea Easter, Izzy Hernandez. Each will receive a certificate and a raffle ticket for a gift card. They will be honored at the next school-wide assembly on September 29.
- The Antelope Lion's Club is working to assist them with several activities and projects at McClellan High School, including contributing to their Senior dinner, helping with gifts for McClellan families, and helping with Thanksgiving dinner and Christmas.
- soon there will be a shiny, new McClellan High School sign in front of the school. It has already been designed and ordered.
- picture day was Friday; students are looking forward to receiving their ID cards.
- leadership classes have been very active already this year, trying to bring a lot of activities to the campus. They have already had 2 spirit days and one lunchtime rally. The next lunchtime rally takes place tomorrow.
- the first Honor Roll assembly will be next Monday, September 29.

3. Antelope View Charter & Global Youth Charter Schools - Paloma Lopez

- first Back to School Night was successful; about 50 families met with the ARC representative.
- this year William Jessup campus representatives will be on campus tomorrow; there will be a presentation at 10:30 a.m.
- last Friday was Global's first movie night and it was successful.
- a WASC representative will be visiting the campus on September 30 before their official visit in March.
- in the month of October, there will be a Fright Night dance on October 24, and the 2nd Trunk or Treat on October 29 from 5-8 p.m. (They will also be adding a Haunted House)
- they are using Chromebooks in Videography class, as well as English.
- thanked Mr. Osborne for teaching Algebra for Junior High School.

ORGANIZATION REPORTS

1. CUTA - Heather Woods, President, noted that at Dudley there is a Stop & Think program, North Country has the 7 Habits Parent Night next Tuesday night, Oak Hill just had a great Walk-a-Thon and they will have their Harvest Festival put on by the PTA next Friday night, September 26. Spinelli has new PE equipment and they have a lunchtime game activity that they have started, and Riles has an AVID field trip on October 17th to Sac State. It was noted that the 7th grade boys team was still undefeated. The union has their first negotiations on Friday. They look forward to continuing our positive relationship with the district and looking at benefits and a possible COLA.

2. CSEA - Marie Huggins, President, confirmed that the district is working with both unions. They got together to discuss what the brokers are bringing back to us for health and welfare benefits for next year. She noted that she appreciated that relationship, with both unions being able to meet and hear it all together and then be able to negotiate from there. She noted that it is a good thing to combine; we don't need to be divided. She also noted that there is a lot of CSEA members that have this misconception that there is a lot of money because the Governor said there is a lot of money, and that other districts are giving huge raises, and when it is talked about in our district somehow we get a muffled giggle. She guesses that the perception the people have is because if it can happen in other districts that it should be able to happen in ours. She doesn't think that people understand that it can't happen here. Mrs. Huggins asked if that could be addressed with people. She noted that we may not be talking apples and apples when we talk about our district vs other districts, and doesn't think that is really clear. People expect this money to fall out of the sky and as Union President she is expected to push the Board into making sure that happens. Trustee Hunt noted that it is the understanding of the bigger picture. It's not that we are worse off than anyone else, but what the makeup of our staff

ORGANIZATION REPORTS (continued)

population is, how many people we have on what part of the salary schedule, or the total compensation package of how much we are paying toward benefits as opposed to other districts. The last comparative that he saw, we were paying almost as much or more than anybody for health and welfare. That all calculates into a total compensation package. He noted that the Board is not opposed to compensating employees, but the Board is opposed to compensating employees in a way that puts us in financial jeopardy in the future. He asked Mrs. Huggins if she was asking how we educate our employees on this; she indicated yes. Marie Huggins noted that people don't get it, that it is not apples and apples; they don't get that somebody else can give a 5% raise and we can't. Trustee Hunt noted that he's not sure that other districts are out there giving 5% raises, but it would be another comparative that would be nice to see of what is actually going on. Trustee Kelley noted that CSEA will do a free analysis of our budget: they will do a complete summarization of where we are at, what is in our budget as far as what's good, what's bad, of what might be hidden, and what our reserves are. She noted that if they do that analysis then there would be a document that can be used to explain the budget. Once seen in writing, the Board would see it too and they would love that information because then they would know where the district stands financially as far as being able to give. She noted that the Board knows because they look at the budget all the time, but having that 3rd party look at it, CSEA is pretty reasonable. Mr. Loehr agreed, and noted that it validates that we are keeping our books open for folks and that we are not hiding anything. He stated that we welcome anyone to look at our budget. Another thing is this fiscal cliff that we are looking at in 2017/18: prop 30 funds going away, benefits costs increasing, PERS and STRS rates going up, and there is declining enrollment in the district. He noted that what hears you saying is how do we get that word out in a way that makes people understand our situation, not our neighbors. Trustee Hunt noted that there is interest in keeping up with the neighbors, but all the reasons that Mr. Loehr mentioned are all significant. Mrs. Huggins asked that the Board help the union help the Board to be able to help people understand that, and that would be huge. Trustee Hunt noted that he would like to see the union presidents and the district work together on that; it would be very fruitful. Trustee Kelley added that when she attends a budget meeting in CSEA or budget training conference comments always come from up high that Center Unified always has a great budget - they are really good about their budget. The perception is that we have a very well kept budget, that we are not trying to hide things, and that we are not over estimating things. Trustee Hunt added that we are not holding a massive reserve that some districts are sitting on.

REPORTS/PRESENTATIONS

1. **McClellan Students' Recommendations for BP 6162.1, AR 6162.1 and E 6162.1** – David French, Principal at McClellan HS, noted that our current video policy was created years ago in response to a junior high teacher who showed portions of an R rated film to students. Mr. Collins noted that he only shows PG-13 movies in class with parent permission slips. Devin, student from McClellan, read a letter he wrote in regards to taking a look at the video policy for students at McClellan, which are 15 years old or older. Trustee Hunt noted that the work he has done is great. Mr. Collins noted that norms have changed and he also asked that the Board trust the educators to make good decisions. Trustee Hunt noted that he is not opposed to making changes to the policy, but also feels that we shouldn't go with social norms. It was noted that we could look at his proposal and make some adjustments and meet somewhere in the middle. Mr. Collins asked that someone come to his class and announce the outcome. Mr. Loehr noted that he would do that. Mr. Hunt noted that it would take a couple meetings to be completed.

BOARD/SUPERINTENDENT REPORTS

Mrs. Kelley - had nothing to report.

Mr. Hunt - had nothing to report.

BOARD/SUPERINTENDENT REPORTS (continued)

Mrs. Pope

- thanked all the students, parents, Mr. Tennette and Mr. Jordan for commenting on the athletic situation.
- thanked all students attending the meeting tonight.
- thanked Mrs. Spore for the tour at Oak Hill.
- had the pleasure of meeting 2 new teachers at Oak Hill.
- thanked all of the teachers for coming every day and giving it their all.

Mrs. Anderson – was not available to report.

Mr. Wilson – was not available to report.

Mr. Loehr

- has made it to all of the school sites.
- attended the football game on Friday night; noted that it's a good environment to be in.
- has been working on trying to boost more of the great things going on in the district; they are being posted on Facebook.
- noted that we have a great relationship with both union groups. We may not agree all the time, but we communicate. We are here for the kids; we are here for our staff members.

CONSENT AGENDA

1. Approved Adoption of Minutes from August 20, 2014 Regular Meeting
2. Approved Adoption of Minutes from August 25, 2014 Special Meeting
3. Approved Classified Personnel Transactions
4. Approved Certificated Personnel Transactions
5. Approved Resolution #4/2014-15: Layoff For Lack of Work or Lack of Funds
6. *This item was pulled for separate consideration.*
7. *This item was pulled for separate consideration.*
8. *This item was pulled for separate consideration.*
9. Approved Memorandum of Understanding with the Sacramento County Child Abuse Prevention Center
10. Approved Center Adult School Registration Fee of \$20 per Student per School Year for English Learner and High School Equivalency Classes
11. Approved 5th Grade Alliance Redwoods Trip - North Country
12. Approved Field Trip: CHS Media Communications Students to Hawaii
13. Approved Agreement Between Los Rios Community College District and CJUSD for Pass Through of AB 86 Adult Education Funds for Collaboration and Planning
14. Approved Resolution #3/2014-15: Agreement Between Child Development Centers and Center Joint Unified School District
15. *This item was pulled for separate consideration.*
16. Approved Two Year Ground Lease for Sunrise Park and Recreation District for Day Care at Oak Hill Elementary School
17. Approved Payroll Orders: July 2014 - August 2014
18. Approved Supplemental Agenda (Vendor Warrants): August 2014

Motion: Pope
Second: Kelley

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

CONSENT AGENDA ITEMS PULLED FOR SEPARATE CONSIDERATION

6. Tabled the Renewal of the Memorandum of Understanding Between Center Joint Unified School District and Antelope View Charter School

THIS ITEM WAS TABLED

Motion: Kelley
Second: Pope

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

7. Tabled the Renewal of the Memorandum of Understanding Between Global Youth Charter School and Center Joint Unified School District

THIS ITEM WAS TABLED

Motion: Kelley
Second: Pope

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

8. Approved District McKinney Liaison and Integrated Services Technician to Attend National Association for the Education of Homeless Children and Youth Conference in Kansas City, MO
Trustee Kelley asked if we are exhausting our resources for local training. Mr. Loehr noted that it is for a federal program and there is not a local one.

Motion: Kelley
Second: Hunt

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

15. Approved Disposal of Surplus Equipment:

John Deere Reel Mower, Model #2653A, Serial #M02653D060269
Toro Mower, Model #30182, Serial #690224
Xmark Mower, Model #TT3615KAC, Serial #293923
Kubota Tractor, Model #L3010, Serial #51631
Kubota Bucket, Model #LA481, Serial #12490
Landpride Mower Deck, Model #FDR2584, Serial #258569
Landpride Mower Deck, Model #FDR2584, Serial #371093
Hurliman Prince Tractor, VIN #HPRN35T2464
Kiote 84" Mower Deck, Model #KRMHD84, Serial #68248
95 GMC P30, VIN #1GDKP32K6S3503940
88 Chevy G20, VIN #1GCEG25HIJ7164099
85 Chevy G30, VIN #1GAGG35M7F7189147
Great Dane Mower, Model #GDRZ25KAE, Serial #455675

Trustee Kelley noted that she was concerned that we are disposing of so much equipment at once. Mr. Loehr noted that we are in the process of purchasing some new equipment that will make their roles more efficient, and the other aspect is that they have gone through the surplus that has been sitting for a long time. Parts have been used from some of these items. He also noted that we don't just throw everything away, we may sell some of them.

Motion: Kelley
Second: Pope

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

ADVANCE PLANNING

- a. *Future Meeting Dates:*
 - i. *Regular Meeting: Wednesday, October 15, 2014 @ 6:00 p.m. - District Board Room - Room 503, located at Riles Middle School, 4747 PFE Road, Roseville, CA 95747*
- b. *Suggested Agenda Items: video policy to come forward with the next batch of policies*

ADJOURNMENT –7:30 p.m.

Motion: Kelley
Second: Pope

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

Respectfully submitted,

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

Kelly Kelley, Clerk
Board of Trustees

Adoption Date

Center Joint Unified School District

		AGENDA REQUEST FOR:	
Dept./Site:	Superintendent's Office	Action Item	<u>X</u>
To:	Board of Trustees	Information Item	<u> </u>
Date:	October 15, 2014	# Attached Pages	<u> 1 </u>
From:	Scott A. Loehr, Superintendent		
Principal/Administrator Initials:			

SUBJECT: Resolution #5/2014-15: Resolution On Board Compensation For Missed Meeting

This resolution is to authorize payment to Trustee Anderson for the missed meeting on September 17, 2014.

RECOMMENDATION: CJUSD Board of Trustees approve Resolution #5/2014-15: Resolution On Board Compensation For Missed Meeting.

CONSENT AGENDA

CENTER JOINT UNIFIED SCHOOL DISTRICT

**RESOLUTION # 5/2014-15
RESOLUTION ON BOARD COMPENSATION FOR MISSED MEETINGS**

WHEREAS, the Governing Board of the Center Joint Unified School District appreciates the services provided by members of the Board and provides compensation for meeting attendance in accordance with Education Code 35120 and Board Bylaw 9250; and

WHEREAS, Education Code 35120 provides that the monthly compensation provided to Board members shall be commensurate with the percentage of meetings attended during the month unless otherwise authorized by Board resolution; and

WHEREAS, Education Code 35120 specifies limited circumstances under which the Board is authorized to compensate a Board member for meetings he/she missed; and

WHEREAS, the Board finds that Trustee Nancy Anderson did not attend the Board meeting on Wednesday, September 17, 2014 for the following reason:

- ☐ Performance of other designated duties for the district during the time of the meeting
- ☒ Illness or jury duty
- ☐ Hardship deemed acceptable by the Board

NOW THEREFORE BE IT RESOLVED that the Board of the Center Joint Unified School District approves full compensation of the Board member for the month of September 2014.

PASSED AND ADOPTED THIS 15th day of October, 2014 at a regular meeting, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Attest:

Scott A. Loehr, Superintendent
Center Joint Unified School District

Jeremy Hunt, President
Board of Trustees

AGENDA ITEM # XIV-3

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Personnel Department

Date: **October 15, 2014**

Action Item X

To: Board of Trustees

Information Item _____

From: David Grimes, *grimes*
Director of Personnel/Student Services

Attached Pages 1

SUBJECT: CLASSIFIED PERSONNEL TRANSACTIONS

NEW HIRE: Dolores Cramblit, Cafeteria Worker
Kelly Utterback, Cafeteria Worker
Megan McInnis, Speech/Language/Pathology Assistant
Yelena Lomova, Bus Driver

RECOMMENDATION: Approve Classified Personnel Transactions as Submitted

AGENDA ITEM # XIV-3

CONSENT AGENDA

Dolores Cramblit has been hired as a Cafeteria Worker, Oak Hill Elementary School, effective September 11, 2014.

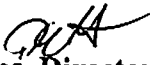
Kelly Utterback has been hired as a Cafeteria Worker, Center High School, effective September 12, 2014.

Megan McInnis has been hired as a Speech/Language/Pathology Assistant, Spinelli Elementary School, effective September 29, 2014.

Yelena Lomova has been hired as a Bus Driver effective October 13, 2014.

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site:	Personnel Department	Action Item	<u>X</u>
Date:	October 15, 2014	Information Item	<u>-</u>
To:	Board of Trustees	# Attached Pages	<u>1</u>
From:	 David Grimes, Director of Personnel and Student Services		

Subject: Certificated Personnel Transactions

New Hire

David J. Grimes, North Country Elementary and Dudley Elementary

Leave of Absence

Joseph Gomes, Center High School

Retirement

Anne Merdinger, North Country Elementary School

Recommendation: Approve Certificated Personnel Transactions as Submitted

CONSENT AGENDA

New Hire

David J. Grimes has been hired as a Special Education Teacher, North Country Elementary School and Dudley Elementary School, effective September 18, 2014.

Leave of Absence

Joseph Gomes has requested a leave of absence from his position as Business Teacher, Center High School, from January 1, 2015, until January 1, 2016.

Retirement

Anne Merdinger submitted her intent to retire as a Second Grade Teacher, North Country Elementary School, effective end of day on October 3, 2014.

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Special Education

Date: August 20, 2014

Action Item X

To: Board of Trustees

Information Item

From: Scott Loehr, Superintendent

Attached Pages

Initials: S.L.

SUBJECT: 2014/2015 Individual Service Agreements

Please ratify the following Individual Service Agreements for special education students to receive services at nonpublic schools/agencies during the 2014/15 fiscal year.

2014-15-189-194

American River Speech \$10,463.00

RECOMMENDATION: CJUSD Board of Trustees to ratify Individual Service Agreements 2014/2015 school year.

CONSENT AGENDA

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Categorical Programs

Date: October 15, 2014

Action Item X

To: Board of Trustees

Information Item

From: Tami JBeily
Coordinator of Categorical Programs

Initials: TJB

Attached Pages X

SUBJECT: 2014/15 Program Improvement - Supplemental Education Services (SES Providers)
- Master Contracts and Addendums

Please approve the following signed Master Contracts and addendums for these Program Improvement SES Providers to provide supplemental services to qualifying students in the Center Joint Unified School District.

! # 1 A+ Student Learning Academy/Center !
! # 1 Touch-Screen Tablet Computer Tutoring
! ACE Tutoring Services, Inc.
#1 Educando con Tabletas
#1 in Learning Online, Inc.
1 2 3 Math and Reading, Inc.
A+ Educational Centers
A Better Tomorrow Education
A Tree of Knowledge, Inc.
Academic Tutoring Services, Inc.
Adaptive Learning LLC
Applied Scholastics International
Brain Hurricane, LLC
Carter, Reddy & Associates, Inc.
Club Z! In-Home Tutoring Services, Inc.
Community College Foundation
Datamatics Inc. dba Achieve HighPoints
Growing Scholars Educational Center
Jump Into Math, JIM Enterprises, Inc.
Keep Hope Alive Project
Professional Tutors of America Inc.
TutorWorks Inc.

RECOMMENDATION: 2014/15 Program Improvement - Supplemental Education Services (SES) Providers - Master Contracts and Addendums

CONSENT AGENDA

**CENTER JOINT UNIFIED SCHOOL DISTRICT
STATE AND FEDERAL PROGRAMS**

MASTER CONTRACT

TITLE I – SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDERS

THIS MASTER CONTRACT ("Contract") is made and entered into on October 16, 2014, between the Center Joint Unified School District (hereinafter referred to as "LEA" [local educational agency] or "District"), a public school district duly operating under the laws of the State of California, and !#1A+ Student Learning Academy / Center I, P.O. Box 614, North Highlands, CA 95660, 916-921-8386/ Fax 916-253-7433, the supplementary service provider (hereinafter referred to as "PROVIDER") for the purpose of providing supplementary services to eligible LEA students. "Eligible students" are those students identified by the District who meet specific requirements under Title I.

WHEREAS, the LEA is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, the LEA is in need of such special services and advice;

WHEREAS, PROVIDER is specially trained and experienced and competent to perform the special services required by the LEA, and such services are needed on a limited basis;

WHEREAS, the No Child Left Behind Act, 20 U.S.C. Section 1116(e)(3)(A) outlines the requirements for supplemental educational services;

WHEREAS, Section 6316(e)(3) contains the following requirements:

- a. Requires the LEA to develop, in consultation with a school representative, parents (and the provider chosen by parents), a statement of specific measurable achievement goals which are based upon the student's area of need as identified from the California standards assessments; how the student's progress will be measured, and a timetable for improving achievement, in the case of a student with disabilities, is consistent with the student's IEP;
- b. Requires a description of how and when the PROVIDER will regularly inform, in accordance with the ISSA (Individual Supplemental Services Agreement), the student's parent, school liaison and LEA of the student's progress toward achievement of the agreed upon measurable goals;
- c. Requires a provision for the termination of the agreement if the provider is unable to meet the goals and timetables required;
- d. Requires provisions with respect to the making payment to the provider by the LEA;
- e. Prohibits the provider from disclosing to the public the identity of any student eligible for, or receiving supplemental services without the written permission of the parent of such student;

WHEREAS, PROVIDER has been approved by the California State Department of Education and has met the qualifications to be certified as a supplementary service provider; and

WHEREAS, PROVIDER is willing to provide such services to LEA's eligible students if selected by the parents/guardians of eligible students.

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, it is agreed between the parties as follows:

1. Individual Supplementary Services Agreements

An Individual Supplementary Services Agreement (ISSA) shall be developed by LEA in consultation with parents/guardians and PROVIDER for each LEA eligible student whose parent/guardian elects to receive supplementary services from PROVIDER. Changes in any student's ISSA may only be made with the written consent of LEA in consultation with parents/guardians. PROVIDER, LEA or the parents/guardians may request a review of a student's ISSA. In conjunction with the liaison, the PROVIDER shall insure that all student ISSAs are completed within forty-five (45) days of receipt of student information or by exception based on a mutual written agreement between the LEA and PROVIDER.

Provider shall administer a standards based pre and post test assessment.

PROVIDER shall not unilaterally terminate any ISSA. PROVIDER shall obtain written authorization from LEA before terminating any ISSA.

Parents/guardians shall not be charged for any services rendered under the ISSA unless such services and charges are clearly identified in writing and agreed upon in advance in a writing signed by the parents/guardians. In no event shall the agreed upon charges obligate the LEA financially, nor shall the LEA incur any obligation or expense in excess of the state/federal reimbursement amount. Preliminary allocations indicate a per student rate will be \$799.71 per student, adjustments to this amount may be made pending final notification from the state. PROVIDERS shall receive compensation only for sessions actually attended by LEA students and for supplemental educational services actually provided to LEA students. Providers shall not receive compensation in the event of student absences, regardless of the reason for absence.

2. Incentives and Rewards

Incentives and rewards must be appropriately related to the purpose of the student's *Individual Supplemental Services Agreement* for academic achievement and should reasonably motivate or reward students for achievement of the specific goals of the *Individual Supplemental Services Agreement*. Additionally, the incentive or reward must be directly related to a motivational activity which is part of the provider's plan to facilitate academic achievement. Under no circumstances shall parents/guardians and/or students be given an incentive for enrolling in a specific Supplemental Educational Services Program.

The cost of the incentives and/or rewards must not be exorbitant and must not diminish the effectiveness of the original intent of Supplemental Educational Services set forth in the "No Child Left behind" legislation of 2001. Provider will not provide any up-front incentive at over \$2.00 per student to parent or students to encourage signing up for provider's services or to encourage any other student or parent to sign up for provider's services.

3. Parents/Guardianship

For the purpose of the Contract, a parent is the natural or adoptive parent, legal guardian, or a surrogate parent appointed by LEA.

4. Student Records

A student record is defined by State and Federal Law, and essentially is any document prepared or retained by PROVIDER with an individual student's name referenced therein. All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain an access log
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delineating date, time, agency, and identity of any individual accessing student records who is not in the direct employ of the PROVIDER. PROVIDER shall not provide access or forward to any other person other than parents/guardians or LEA any student record including student email address without the written consent of the parent/guardian or LEA. PROVIDER agrees to provide access to and copies of student records including assessments, progress reports, samples of student work and end of year student report reflecting percentage of objectives met by the student to LEA and/or the parents/guardians of LEA's student. PROVIDER will also provide LEA with an end of year summary indicating the total number of students that met 95% of their objectives during the period of the contract. No later than thirty (30) days after termination of services PROVIDER shall turn over to LEA all required documents for all Center Unified students in their program.

5. Access by LEA

PROVIDER shall notify LEA of the location and/or any change in location at which it is providing services to LEA's eligible students. It shall allow LEA representatives access to its facilities for periodic monitoring of each student's instructional program and shall be invited to participate in the review of each student's progress by LEA. **Such access shall include unannounced monitoring visits.** LEA representatives shall have ongoing access to observe each student at work, observe the instructional setting, interview PROVIDER, and review each student's progress as well as access to **all student records maintained on site** including the behavior intervention plan, if any.

6. Fingerprints/TB Clearance

In accordance with California Education Code § 45125.1, PROVIDER shall conduct a criminal background check of its employees and/or subcontractors and, upon receipt of those checks, certify to the LEA that no employee and/or subcontractors of PROVIDER working with students of the school district has been convicted of a violent or serious felony as defined by statutes. PROVIDER shall supply LEA with a list of names of those employees and/or subcontractors who are cleared to work with students of the LEA. A fingerprint certification will be required. Additionally all providers will be required to submit a TB clearance for those employed and/or subcontractors who will be working with students.

7. Independent Contractor Status

This agreement is by and between two independent agents and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this agreement.

It is the responsibility of the PROVIDER to insure that all of its employees are informed of all provisions as outlined in this contract prior to working with families/students.

8. Conflict of Interest:

This Agreement is subject to LEA Board Policy 2300 governing conflicts of interest. PROVIDER agrees to furnish to LEA (upon request) a valid copy of the most recently adopted partnership agreements or bylaws of the corporation and also a complete and accurate list of the Governing Board of Directors (or Trustees or Partners) and to timely update said information as changes in such governance occur. PROVIDER shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited, to employment with LEA, including its charter schools.

9. Accident/Incident Report

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

PROVIDER agrees to submit a written accident report to LEA within five (5) days of an accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

10. Discrimination

PROVIDER shall not discriminate on the basis of race, color, religion, sex, national origin, age, ancestry, ethnicity, gender, sexual orientation, sexual preference or physical or mental disability in employment or operation of its programs.

11. Child Abuse Reporting

PROVIDER assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under California law, including but not limited to, California Education Code § 49370 and California Penal Code § 11166 et seq. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours an accident or incident report to LEA when it becomes aware of circumstances including, but not limited to: allegations of molestation, child abuse, missing children under PROVIDER's supervision.

12. Supplies, Equipment and Facilities

PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a pupil as required in his/her ISSA. A PROVIDER who desires to use District facilities must make a separate application for use of facilities through the District's Use of Facilities procedures. As noted in the "District Use of Facilities" packet, the use of science and computer labs is disallowed.

13. Inspection and Audit

PROVIDER shall provide access to and the LEA shall have the right to examine and audit, upon the LEA's request, all of the records, reports, or other matter relating to the Contract. Fiscal records shall be maintained by PROVIDER for five (5) years and shall be available for audit. Records that no longer need to be retained must be shredded/destroyed in a manner that maintains confidentiality.

14. Indemnification

PROVIDER shall defend, hold harmless, and indemnify LEA and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this agreement.

LEA shall defend, hold harmless and indemnify PROVIDER and its governing board, offices, agents, and employees from all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever resulting from the negligence or intentional acts of LEA, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this agreement.

LEA shall not be liable for acts of the student(s) or the student's parent/guardian, family member, etc.

15. Insurance

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

During the entire term of this agreement and any extension or modification thereof, PROVIDER shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of service(s) by PROVIDER, of at least one million dollars (\$1,000,000.00) for each person and one million dollars (\$1,000,000.00) for all accidents or occurrences for all damages arising out of death, bodily injury, sickness or disease from any one accident or occurrence, and one million dollars (\$1,000,000.00) for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. Not later than the effective date of this agreement, PROVIDER shall provide LEA with satisfactory evidence of insurance, naming LEA as additional certificate holder, including a provision for a twenty (20) calendar day written notice to LEA before cancellation or material change, evidencing the above-specific coverage. The PROVIDER shall at its own cost and expense procedure and maintain insurance under the Worker's Compensation Law of California, if applicable. LEA reserves the right to revise the requirements of this provision at any time. If LEA determines that additional insurance coverage is necessary, LEA will reopen negotiations with PROVIDER to modify the terms of this agreement.

16. Billing Amount

PROVIDER'S hourly rate for services rendered shall be ~~\$65.00 per hour~~. The total amount of services rendered during the term of this contract shall not exceed the final per student allocation as indicated by the state. The student-teacher ratio for this hourly rate will be 1:1 to 5:1. Services shall begin within thirty (30) days of the completion of the ISSA.

17. Monthly Invoices

PROVIDER shall comply with all procedures concerning enrollment, contracting, attendance reporting, and billing as specified by LEA.

PROVIDER shall submit to LEA monthly invoices itemized by name/address of student, service provided and actual number of hours for which services were provided, including attendance verification logs signed by parent and/or guardian or computer log-in records. LEA shall not pay for non-attendance of students. Such invoices with amount due shall be submitted within thirty (30) days of the rendering of services. Invoices and related documents shall be submitted on a form and in the manner prescribed by LEA. LEA shall process payments to PROVIDER within forty-five (45) days of submission of such invoices, except in those situations identified in Paragraph 18, below.

18. Records of Attendance

PROVIDER shall maintain daily records of student service provided, including the name/address of student, the name of PROVIDER's employee who rendered the service, and the amount of time of such service. PROVIDER shall permit access to and/or a copy of such records to LEA upon request. Parent shall receive a copy of the monthly attendance log.

19. Right to Withhold

LEA may withhold payment to PROVIDER, on ten (10) working days written notice of such withholding, when in the opinion of the LEA:

- a. PROVIDER's performance, in whole or in part, either has not been carried out or is insufficiently documented.
- b. PROVIDER has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.
- c. PROVIDER has failed to submit the invoice in a timely manner.

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

If LEA gives notice of intent to withhold, PROVIDER shall have fourteen (14) days from the date of receipt of said notice to correct such deficiency. Provider may submit a written extension to correct the deficiencies and/or may invoke the dispute resolution provision herein. LEA shall process submitted re-billing invoices to PROVIDER within forty-five (45) days of submission of such invoices.

20. Modifications and Amendments:

This Contract may be modified or amended only by a written document signed by authorized representatives of PROVIDER and LEA. No change in this Contract or in the ISSA shall result in a LEA financial obligation to PROVIDER in excess of the State/Federal reimbursement rate per student per year to the LEA.

21. Disputes

Disputes between LEA and PROVIDER concerning the meaning, requirements or performance of this contract shall be submitted in writing to the Superintendent of the Center Joint Unified School District. The determination of the LEA's Superintendent shall be made in writing and shall be binding on both parties.

22. Subcontract and Assignment

PROVIDER shall not subcontract or assign any of the work contemplated under this Contract without first obtaining written approval from the LEA. Such approval shall be attached and made part of this Contract. Subcontracts or assignments may be entered into only with providers certified by the California Department of Education.

Any sub-contractor or assignee shall be bound by all of the terms of this Contract, including the insurance and indemnification provisions, and it shall be PROVIDER'S responsibility to obtain the agreement of subcontractor/assignee to comply with all terms contained herein.

23. Termination

- a. This agreement may be terminated by LEA or PROVIDER at any time, as provided herein. PROVIDER's exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing ISSA's.
- b. To terminate this Contract, either party shall give twenty (20) calendar days written notice prior to the date of the termination. Upon termination without default of PROVIDER, LEA shall pay, without duplication, for all services satisfactorily performed to date of termination.
- c. In consideration of this payment, PROVIDER waives all rights to any further payment or damage. Upon termination, PROVIDER shall turn over to LEA all student records in its possession generated as a result of services rendered under this Contract, possessed by PROVIDER or under its control at the time of termination.
- d. An Individual Supplementary Services Agreement may be terminated by PROVIDER only upon consent of the LEA. An ISSA shall terminate if the student ceases to be enrolled in the District. Upon termination under this paragraph, final payment from LEA will be calculated based upon a pro-rata calculation of total services agreed-upon in the ISSA for which the LEA is responsible for payment, divided by that portion of services actually rendered.
- e. The PROVIDER must provide the LEA with written documentation of termination of services for any student within 7 days. LEA will be provided with the specifics as to why a student who has chosen said PROVIDER is not receiving services from the PROVIDER. The district and the provider will

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

each contact the parent of a student who does not attend prior to terminating the student's participation in the SES program.

24. Compliance with Laws

During the term of this agreement, PROVIDER shall comply with all applicable federal, State Board of Education, and local statutes, laws ordinances, rules and regulations relating to the provision of supplementary services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

25. Entire Agreement

This Agreement constitutes the entire agreement between LEA and PROVIDER and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated.

26. Governing Law

The terms and conditions of this agreement shall be governed by the laws of the state of California with venue in Sacramento County, California.

27. Severability Clause

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

28. Notices

Notices required under this Contract shall be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

For the LEA: Tami JBeily, Coordinator
Categorical Programs and Grants
Center Joint Unified School District
8408 Watt Avenue
Antelope, CA 95843

For PROVIDER: **!#1A+ Student Learning Academy/Center]**
P.O. Box 614]
North Highlands, CA 95660]

(4)

29. Authorized Representative

The persons signing this Contract certify they are the authorized representatives of the respective parties, and are authorized to sign this document. Services are limited to the per student allocation determined by the district.

The parties hereto have executed this agreement by and through their duly authorized agents or representatives. This contract is effective October 16, 2014, and terminates at 5:00 p.m. on May 28, 2015, unless sooner terminated as provided herein.

FED ID: 754030748

PROVIDER:

*!# 1st Student Learning
Academy/Center*

BY:

Clara Kelley

Founder/Chairperson

CENTER JOINT UNIFIED SCHOOL DISTRICT:

BY:

Tam J. Kelly

Tam J. Kelly,
Coordinator State and Federal Programs

APPROVED AS TO FORM: _____

General Counsel

Legal Services

Center Joint Unified School District

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)



Established 1858

Center Joint Unified School District

Instructional Services

8408 Watt Avenue • Antelope, CA 98843-9116
(916) 338-6320 • Fax (916) 338-6329

BOARD OF TRUSTEE

Nancy Anderson
Jeremy Hunt
Kelly Kelley
Delrae M. Pope
Donald E. Wilson

SUPERINTENDENT

Scott A. Loehr

Date: October 3, 2014

From: Tami JBeily
Coordinator of Federal & State Programs

To: SES Providers

I am sending the below information as an addendum to the CJUSD Master Contract for your review and understanding.

Signed SES Provider contracts and addendum must be signed and returned via email, Attn: Paula Robinson at probinson@centerusd.org no later than Monday, October 6, 2014.

Contracts will be approved by the CJUSD Board of Trustees at the October 15, 2014 Board Meeting. SES providers will be notified by email that the CJUSD Board has approved the contract. Student lists will be provided as an attachment to the notification email. Services must start within 14 calendar days from the date the SES provider is notified of board approval. If services do not begin within 14 calendar days, CJUSD will cancel the contract and will reassign students to another SES provider.

Only the parents or guardian of student may complete Application for SES services. Application must be an original parent signature, not a copy. For verification purposes, parent signatures on SES applications will be compared to parent signatures on school registration packets. Should signatures not match, the CJUSD contract with SES provider will be cancelled, all students under the contract will be reassigned and SES provider will be reported to CDE.

SES Providers will not be paid for services if an ISSA is submitted incomplete or not at all. ISSA must include parent and student signatures.

I hereby acknowledge receipt of said contract and the above revisions and send this letter of acknowledgment.

Alicia Kelley
Printed Name/Title

10/5/2014
Date

Alicia Kelley
Signature

1st 3rd Student Learning Academy Center
SES Provider

**CENTER JOINT UNIFIED SCHOOL DISTRICT
STATE AND FEDERAL PROGRAMS**

MASTER CONTRACT

TITLE I – SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDERS

THIS MASTER CONTRACT ("Contract") is made and entered into on October 16, 2014, between the Center Joint Unified School District (hereinafter referred to as "LEA" [local educational agency] or "District"), a public school district duly operating under the laws of the State of California, and 1 # 1 Touch-Screen Table Computer Tutoring, 3576 Arlington Avenue, Suite 304, Riverside, CA 92506, 1-888-596-1626, Fax 1-951-686-8097, the supplementary service provider (hereinafter referred to as "PROVIDER") for the purpose of providing supplementary services to eligible LEA students. "Eligible students" are those students identified by the District who meet specific requirements under Title I.

WHEREAS, the LEA is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, the LEA is in need of such special services and advice;

WHEREAS, PROVIDER is specially trained and experienced and competent to perform the special services required by the LEA, and such services are needed on a limited basis;

WHEREAS, the No Child Left Behind Act, 20 U.S.C. Section 1116(e)(3)(A) outlines the requirements for supplemental educational services;

WHEREAS, Section 6316(e)(3) contains the following requirements:

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WHEREAS, PROVIDER has been approved by the California State Department of Education and has met the qualifications to be certified as a supplementary service provider; and

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delineating date, time, agency, and identity of any individual accessing student records who is not in the direct employ of the PROVIDER. PROVIDER shall not provide access or forward to any other person other than parents/guardians or LEA any student record including student email address without the written consent of the parent/guardian or LEA. PROVIDER agrees to provide access to and copies of student records including assessments, progress reports, samples of student work and end of year student report reflecting percentage of objectives met by the student to LEA and/or the parents/guardians of LEA's student. PROVIDER will also provide LEA with an end of year summary indicating the total number of students that met 95% of their objectives during the period of the contract. No later than thirty (30) days after termination of services PROVIDER shall turn over to LEA all required documents for all Center Unified students in their program.

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PROVIDER shall notify LEA of the location and/or any change in location at which it is providing services to LEA's eligible students. It shall allow LEA representatives access to its facilities for periodic monitoring of each student's instructional program and shall be invited to participate in the review of each student's progress by LEA. **Such access shall include unannounced monitoring visits.** LEA representatives shall have ongoing access to observe each student at work, observe the instructional setting, interview PROVIDER, and review each student's progress as well as access to **all student records maintained on site** including the behavior intervention plan, if any.

6. Fingerprints/TB Clearance

In accordance with California Education Code § 45125.1, PROVIDER shall conduct a criminal background check of its employees and/or subcontractors and, upon receipt of those checks, certify to the LEA that no employee and/or subcontractors of PROVIDER working with students of the school district has been convicted of a violent or serious felony as defined by statutes. PROVIDER shall supply LEA with a list of names of those employees and/or subcontractors who are cleared to work with students of the LEA. A fingerprint certification will be required. Additionally all providers will be required to submit a TB clearance for those employed and/or subcontractors who will be working with students.

7. Independent Contractor Status

This agreement is by and between two independent agents and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this agreement.

It is the responsibility of the PROVIDER to insure that all of its employees are informed of all provisions as outlined in this contract prior to working with families/students.

8. Conflict of Interest:

This Agreement is subject to LEA Board Policy 2300 governing conflicts of interest. PROVIDER agrees to furnish to LEA (upon request) a valid copy of the most recently adopted partnership agreements or bylaws of the corporation and also a complete and accurate list of the Governing Board of Directors (or Trustees or Partners) and to timely update said information as changes in such governance occur. PROVIDER shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited, to employment with LEA, including its charter schools.

9. Accident/Incident Report

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

PROVIDER agrees to submit a written accident report to LEA within five (5) days of an accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

10. Discrimination

PROVIDER shall not discriminate on the basis of race, color, religion, sex, national origin, age, ancestry, ethnicity, gender, sexual orientation, sexual preference or physical or mental disability in employment or operation of its programs.

11. Child Abuse Reporting

PROVIDER assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under California law, including but not limited to, California Education Code § 49370 and California Penal Code § 11166 et seq. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours an accident or incident report to LEA when it becomes aware of circumstances including, but not limited to: allegations of molestation, child abuse, missing children under PROVIDER's supervision.

12. Supplies, Equipment and Facilities

PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a pupil as required in his/her ISSA. A PROVIDER who desires to use District facilities must make a separate application for use of facilities through the District's Use of Facilities procedures. As noted in the "District Use of Facilities" packet, the use of science and computer labs is disallowed.

13. Inspection and Audit

PROVIDER shall provide access to and the LEA shall have the right to examine and audit, upon the LEA's request, all of the records, reports, or other matter relating to the Contract. Fiscal records shall be maintained by PROVIDER for five (5) years and shall be available for audit. Records that no longer need to be retained must be shredded/destroyed in a manner that maintains confidentiality.

14. Indemnification

PROVIDER shall defend, hold harmless, and indemnify LEA and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this agreement.

LEA shall defend, hold harmless and indemnify PROVIDER and its governing board, offices, agents, and employees from all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever resulting from the negligence or intentional acts of LEA, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this agreement.

LEA shall not be liable for acts of the student(s) or the student's parent/guardian, family member, etc.

15. Insurance

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

During the entire term of this agreement and any extension or modification thereof, PROVIDER shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of service(s) by PROVIDER, of at least one million dollars (\$1,000,000.00) for each person and one million dollars (\$1,000,000.00) for all accidents or occurrences for all damages arising out of death, bodily injury, sickness or disease from any one accident or occurrence, and one million dollars (\$1,000,000.00) for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. Not later than the effective date of this agreement, PROVIDER shall provide LEA with satisfactory evidence of insurance, naming LEA as additional certificate holder, including a provision for a twenty (20) calendar day written notice to LEA before cancellation or material change, evidencing the above-specific coverage. The PROVIDER shall at its own cost and expense procedure and maintain insurance under the Worker's Compensation Law of California, if applicable. LEA reserves the right to revise the requirements of this provision at any time. If LEA determines that additional insurance coverage is necessary, LEA will reopen negotiations with PROVIDER to modify the terms of this agreement.

16. Billing Amount

PROVIDER'S hourly rate for services rendered shall be \$85.00 per hour. The total amount of services rendered during the term of this contract shall not exceed the final per student allocation as indicated by the state. The student-teacher ratio for this hourly rate will be 1:1. Services shall begin within thirty (30) days of the completion of the ISSA.

17. Monthly Invoices

PROVIDER shall comply with all procedures concerning enrollment, contracting, attendance reporting, and billing as specified by LEA.

PROVIDER shall submit to LEA monthly invoices itemized by name/address of student, service provided and actual number of hours for which services were provided, including attendance verification logs signed by parent and/or guardian or computer log-in records. LEA shall not pay for non-attendance of students. Such invoices with amount due shall be submitted within thirty (30) days of the rendering of services. Invoices and related documents shall be submitted on a form and in the manner prescribed by LEA. LEA shall process payments to PROVIDER within forty-five (45) days of submission of such invoices, except in those situations identified in Paragraph 18, below.

18. Records of Attendance

PROVIDER shall maintain daily records of student service provided, including the name/address of student, the name of PROVIDER's employee who rendered the service, and the amount of time of such service. PROVIDER shall permit access to and/or a copy of such records to LEA upon request. Parent shall receive a copy of the monthly attendance log.

19. Right to Withhold

LEA may withhold payment to PROVIDER, on ten (10) working days written notice of such withholding, when in the opinion of the LEA:

- a. PROVIDER's performance, in whole or in part, either has not been carried out or is insufficiently documented.
- b. PROVIDER has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.
- c. PROVIDER has failed to submit the invoice in a timely manner.

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

If LEA gives notice of intent to withhold, PROVIDER shall have fourteen (14) days from the date of receipt of said notice to correct such deficiency. **Provider may submit a written extension to correct the deficiencies and/or may invoke the dispute resolution provision herein. LEA shall process submitted re-billing invoices to PROVIDER within forty-five (45) days of submission of such invoices.**

20. Modifications and Amendments:

This Contract may be modified or amended only by a written document signed by authorized representatives of PROVIDER and LEA. No change in this Contract or in the ISSA shall result in a LEA financial obligation to PROVIDER in excess of the State/Federal reimbursement rate per student per year to the LEA.

21. Disputes

Disputes between LEA and PROVIDER concerning the meaning, requirements or performance of this contract shall be submitted **in writing** to the Superintendent of the Center Joint Unified School District. The determination of the LEA's Superintendent shall be made in writing and shall be binding on both parties.

22. Subcontract and Assignment

PROVIDER shall not subcontract or assign any of the work contemplated under this Contract without first obtaining written approval from the LEA. Such approval shall be attached and made part of this Contract. Subcontracts or assignments may be entered into only with providers certified by the California Department of Education.

Any sub-contractor or assignee shall be bound by all of the terms of this Contract, including the insurance and indemnification provisions, and it shall be PROVIDER'S responsibility to obtain the agreement of subcontractor/assignee to comply with all terms contained herein.

23. Termination

- a. This agreement may be terminated by LEA or PROVIDER at any time, as provided herein. PROVIDER's exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing ISSA's.
- b. To terminate this Contract, either party shall give twenty (20) calendar days written notice prior to the date of the termination. Upon termination without default of PROVIDER, LEA shall pay, without duplication, for all services satisfactorily performed to date of termination.
- c. In consideration of this payment, PROVIDER waives all rights to any further payment or damage. Upon termination, PROVIDER shall turn over to LEA all student records in its possession generated as a result of services rendered under this Contract, possessed by PROVIDER or under its control at the time of termination.
- d. An Individual Supplementary Services Agreement may be terminated by PROVIDER only upon consent of the LEA. An ISSA shall terminate if the student ceases to be enrolled in the District. Upon termination under this paragraph, final payment from LEA will be calculated based upon a pro-rata calculation of total services agreed-upon in the ISSA for which the LEA is responsible for payment, divided by that portion of services actually rendered.
- e. The PROVIDER must provide the LEA with written documentation of termination of services for any student within 7 days. LEA will be provided with the specifics as to why a student who has chosen said PROVIDER is not receiving services from the PROVIDER. The district and the provider will
(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

each contact the parent of a student who does not attend prior to terminating the student's participation in the SES program.

24. Compliance with Laws

During the term of this agreement, PROVIDER shall comply with all applicable federal, State Board of Education, and local statutes, laws ordinances, rules and regulations relating to the provision of supplementary services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

25. Entire Agreement

This Agreement constitutes the entire agreement between LEA and PROVIDER and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated.

26. Governing Law

The terms and conditions of this agreement shall be governed by the laws of the state of California with venue in Sacramento County, California.

27. Severability Clause

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

28. Notices

Notices required under this Contract shall be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

For the LEA: Tami J Beily, Coordinator
 Categorical Programs and Grants
 Center Joint Unified School District
 8408 Watt Avenue
 Antelope, CA 95843

For PROVIDER: **1 # 1 Touch-Screen Tablet Computer Tutoring**
 3576 Arlington Avenue, Suite 304
 Riverside, CA. 92504

29. **Authorized Representative**

The persons signing this Contract certify they are the authorized representatives of the respective parties, and are authorized to sign this document. Services are limited to the per student allocation determined by the district.

The parties hereto have executed this agreement by and through their duly authorized agents or representatives. This contract is effective October 16, 2014, and terminates at 5:00 p.m. on May 28, 2015, unless sooner terminated as provided herein.


FED ID: 900746299

PROVIDER:


1#1 Touch-Screen Tablet Computer Tutoring

CENTER JOINT UNIFIED SCHOOL DISTRICT:

BY:


Erica True
Founder/Chairperson

BY:


Tami J. Beilly
Coordinator State and Federal Programs

APPROVED AS TO FORM: _____

General Counsel
Legal Services
Center Joint Unified School District

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

C-8



Established 1858

Center Joint Unified School District

Instructional Services

8408 Watt Avenue • Antelope, CA 98843-9116
(916) 338-6320 • Fax (916) 338-6329

BOARD OF TRUSTEES

Nancy Anderson
Jeremy Hunt
Kelly Kelley
Debra M. Pope
Donald E. Wilson

SUPERINTENDENT

Scott A. Loehr.

Date: October 3, 2014

From: Tami JBeily
Coordinator of Federal & State Programs

To: SES Providers

I am sending the below information as an addendum to the CJUSD Master Contract for your review and understanding.

Signed SES Provider contracts and addendum must be signed and returned via email, Attn: Paula Robinson at probinson@centerusd.org no later than Monday, October 6, 2014.

Contracts will be approved by the CJUSD Board of Trustees at the October 15, 2014 Board Meeting. SES providers will be notified by email that the CJUSD Board has approved the contract. Student lists will be provided as an attachment to the notification email. Services must start within 14 calendar days from the date the SES provider is notified of board approval. If services do not begin within 14 calendar days, CJUSD will cancel the contract and will reassign students to another SES provider.

Only the parents or guardian of student may complete Application for SES services. Application must be an original parent signature, not a copy. For verification purposes, parent signatures on SES applications will be compared to parent signatures on school registration packets. Should signatures not match, the CJUSD contract with SES provider will be cancelled, all students under the contract will be reassigned and SES provider will be reported to CDE.

SES Providers will not be paid for services if an ISSA is submitted incomplete or not at all. ISSA must include parent and student signatures.

I hereby acknowledge receipt of said contract and the above revisions and send this letter of acknowledgment.

Erica True, SES Coordinator
Printed Name/Title

10-3-14
Date

[Signature]
Signature

! #1 Touch-Screen Tablet Computer Tutoring
SES Provider

**CENTER JOINT UNIFIED SCHOOL DISTRICT
STATE AND FEDERAL PROGRAMS**

MASTER CONTRACT

TITLE I – SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDERS

THIS MASTER CONTRACT ("Contract") is made and entered into on October 16, 2014, between the Center Joint Unified School District (hereinafter referred to as "LEA" [local educational agency] or "District"), a public school district duly operating under the laws of the State of California, and ACE Tutoring Services, Inc. 3574 Arlington Avenue, Suite 300, Riverside, CA 92506, 1-800-688-1103, Fax 1-951-686-8097, the supplementary service provider (hereinafter referred to as "PROVIDER") for the purpose of providing supplementary services to eligible LEA students. "Eligible students" are those students identified by the District who meet specific requirements under Title I.

WHEREAS, the LEA is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, the LEA is in need of such special services and advice;

WHEREAS, PROVIDER is specially trained and experienced and competent to perform the special services required by the LEA, and such services are needed on a limited basis;

WHEREAS, the No Child Left Behind Act, 20 U.S.C. Section 1116(e)(3)(A) outlines the requirements for supplemental educational services;

WHEREAS, Section 6316(e)(3) contains the following requirements:

- a. Requires the LEA to develop, in consultation with a school representative, parents (and the provider chosen by parents), a statement of specific measurable achievement goals which are based upon the student's area of need as identified from the California standards assessments; how the student's progress will be measured, and a timetable for improving achievement, in the case of a student with disabilities, is consistent with the student's IEP;
- b. Requires a description of how and when the PROVIDER will regularly inform, in accordance with the ISSA (Individual Supplemental Services Agreement), the student's parent, school liaison and LEA of the student's progress toward achievement of the agreed upon measurable goals;
- c. Requires a provision for the termination of the agreement if the provider is unable to meet the goals and timetables required;
- d. Requires provisions with respect to the making payment to the provider by the LEA;
- e. Prohibits the provider from disclosing to the public the identity of any student eligible for, or receiving supplemental services without the written permission of the parent of such student;

WHEREAS, PROVIDER has been approved by the California State Department of Education and has met the qualifications to be certified as a supplementary service provider; and

WHEREAS, PROVIDER is willing to provide such services to LEA's eligible students if selected by the parents/guardians of eligible students.

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, it is agreed between the parties as follows:

1. Individual Supplementary Services Agreements

An Individual Supplementary Services Agreement (ISSA) shall be developed by LEA in consultation with parents/guardians and PROVIDER for each LEA eligible student whose parent/guardian elects to receive supplementary services from PROVIDER. Changes in any student's ISSA may only be made with the written consent of LEA in consultation with parents/guardians. PROVIDER, LEA or the parents/guardians may request a review of a student's ISSA. In conjunction with the liaison, the PROVIDER shall insure that all student ISSAs are completed within forty-five (45) days of receipt of student information or by exception based on a mutual written agreement between the LEA and PROVIDER.

Provider shall administer a standards based pre and post test assessment.

PROVIDER shall not unilaterally terminate any ISSA. PROVIDER shall obtain written authorization from LEA before terminating any ISSA.

Parents/guardians shall not be charged for any services rendered under the ISSA unless such services and charges are clearly identified in writing and agreed upon in advance in a writing signed by the parents/guardians. In no event shall the agreed upon charges obligate the LEA financially, nor shall the LEA incur any obligation or expense in excess of the state/federal reimbursement amount. Preliminary allocations indicate a per student rate will be \$799.71 per student, adjustments to this amount may be made pending final notification from the state. PROVIDERS shall receive compensation only for sessions actually attended by LEA students and for supplemental educational services actually provided to LEA students. Providers shall not receive compensation in the event of student absences, regardless of the reason for absence.

2. Incentives and Rewards

Incentives and rewards must be appropriately related to the purpose of the student's *Individual Supplemental Services Agreement* for academic achievement and should reasonably motivate or reward students for achievement of the specific goals of the *Individual Supplemental Services Agreement*. Additionally, the incentive or reward must be directly related to a motivational activity which is part of the provider's plan to facilitate academic achievement. Under no circumstances shall parents/guardians and/or students be given an incentive for enrolling in a specific Supplemental Educational Services Program.

The cost of the incentives and/or rewards must not be exorbitant and must not diminish the effectiveness of the original intent of Supplemental Educational Services set forth in the "*No Child Left behind*" legislation of 2001. Provider will not provide any up-front incentive at over \$2.00 per student to parent or students to encourage signing up for provider's services or to encourage any other student or parent to sign up for provider's services.

3. Parents/Guardianship

For the purpose of the Contract, a parent is the natural or adoptive parent, legal guardian, or a surrogate parent appointed by LEA.

4. Student Records

A student record is defined by State and Federal Law, and essentially is any document prepared or retained by PROVIDER with an individual student's name referenced therein. All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain an access log
(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

delineating date, time, agency, and identity of any individual accessing student records who is not in the direct employ of the PROVIDER. PROVIDER shall not provide access or forward to any other person other than parents/guardians or LEA any student record including student email address without the written consent of the parent/guardian or LEA. PROVIDER agrees to provide access to and copies of student records including assessments, progress reports, samples of student work and end of year student report reflecting percentage of objectives met by the student to LEA and/or the parents/guardians of LEA's student. PROVIDER will also provide LEA with an end of year summary indicating the total number of students that met 95% of their objectives during the period of the contract. No later than thirty (30) days after termination of services PROVIDER shall turn over to LEA all required documents for all Center Unified students in their program.

5. Access by LEA

PROVIDER shall notify LEA of the location and/or any change in location at which it is providing services to LEA's eligible students. It shall allow LEA representatives access to its facilities for periodic monitoring of each student's instructional program and shall be invited to participate in the review of each student's progress by LEA. Such access shall include unannounced monitoring visits. LEA representatives shall have ongoing access to observe each student at work, observe the instructional setting, interview PROVIDER, and review each student's progress as well as access to all student records maintained on site including the behavior intervention plan, if any.

6. Fingerprints/TB Clearance

In accordance with California Education Code § 45125.1, PROVIDER shall conduct a criminal background check of its employees and/or subcontractors and, upon receipt of those checks, certify to the LEA that no employee and/or subcontractors of PROVIDER working with students of the school district has been convicted of a violent or serious felony as defined by statutes. PROVIDER shall supply LEA with a list of names of those employees and/or subcontractors who are cleared to work with students of the LEA. A fingerprint certification will be required. Additionally all providers will be required to submit a TB clearance for those employed and/or subcontractors who will be working with students.

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This agreement is by and between two independent agents and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this agreement.

It is the responsibility of the PROVIDER to insure that all of its employees are informed of all provisions as outlined in this contract prior to working with families/students.

8. Conflict of Interest:

This Agreement is subject to LEA Board Policy 2300 governing conflicts of interest. PROVIDER agrees to furnish to LEA (upon request) a valid copy of the most recently adopted partnership agreements or bylaws of the corporation and also a complete and accurate list of the Governing Board of Directors (or Trustees or Partners) and to timely update said information as changes in such governance occur. PROVIDER shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited, to employment with LEA, including its charter schools.

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PROVIDER agrees to submit a written accident report to LEA within five (5) days of an accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

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PROVIDER shall not discriminate on the basis of race, color, religion, sex, national origin, age, ancestry, ethnicity, gender, sexual orientation, sexual preference or physical or mental disability in employment or operation of its programs.

11. Child Abuse Reporting

PROVIDER assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under California law, including but not limited to, California Education Code § 49370 and California Penal Code § 11166 et seq. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours an accident or incident report to LEA when it becomes aware of circumstances including, but not limited to: allegations of molestation, child abuse, missing children under PROVIDER's supervision.

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PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a pupil as required in his/her ISSA. A PROVIDER who desires to use District facilities must make a separate application for use of facilities through the District's Use of Facilities procedures. As noted in the "District Use of Facilities" packet, the use of science and computer labs is disallowed.

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PROVIDER shall provide access to and the LEA shall have the right to examine and audit, upon the LEA's request, all of the records, reports, or other matter relating to the Contract. Fiscal records shall be maintained by PROVIDER for five (5) years and shall be available for audit. Records that no longer need to be retained must be shredded/destroyed in a manner that maintains confidentiality.

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PROVIDER shall defend, hold harmless, and indemnify LEA and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this agreement.

LEA shall defend, hold harmless and indemnify PROVIDER and its governing board, offices, agents, and employees from all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever resulting from the negligence or intentional acts of LEA, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this agreement.

LEA shall not be liable for acts of the student(s) or the student's parent/guardian, family member, etc.

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(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

During the entire term of this agreement and any extension or modification thereof, PROVIDER shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of service(s) by PROVIDER, of at least one million dollars (\$1,000,000.00) for each person and one million dollars (\$1,000,000.00) for all accidents or occurrences for all damages arising out of death, bodily injury, sickness or disease from any one accident or occurrence, and one million dollars (\$1,000,000.00) for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. Not later than the effective date of this agreement, PROVIDER shall provide LEA with satisfactory evidence of insurance, naming LEA as additional certificate holder, including a provision for a twenty (20) calendar day written notice to LEA before cancellation or material change, evidencing the above-specific coverage. The PROVIDER shall at its own cost and expense procedure and maintain insurance under the Worker's Compensation Law of California, if applicable. LEA reserves the right to revise the requirements of this provision at any time. If LEA determines that additional insurance coverage is necessary, LEA will reopen negotiations with PROVIDER to modify the terms of this agreement.

16. Billing Amount

PROVIDER'S hourly rate for services rendered shall be **\$60.00 per hour**. The total amount of services rendered during the term of this contract shall not exceed the final per student allocation as indicated by the state. The student-teacher ratio for this hourly rate will be **1:1 to 3:1**. Services shall begin within thirty (30) days of the completion of the ISSA.

17. Monthly Invoices

PROVIDER shall comply with all procedures concerning enrollment, contracting, attendance reporting, and billing as specified by LEA.

PROVIDER shall submit to LEA monthly invoices itemized by name/address of student, service provided and actual number of hours for which services were provided, including attendance verification logs signed by parent and/or guardian or computer log-in records. LEA shall not pay for non-attendance of students. Such invoices with amount due shall be submitted within thirty (30) days of the rendering of services. **Invoices and related documents shall be submitted on a form and in the manner prescribed by LEA.** LEA shall process payments to PROVIDER within forty-five (45) days of submission of such invoices, except in those situations identified in Paragraph 18, below.

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PROVIDER shall maintain daily records of student service provided, including the name/address of student, the name of PROVIDER's employee who rendered the service, and the amount of time of such service. PROVIDER shall permit access to and/or a copy of such records to LEA upon request. Parent shall receive a copy of the monthly attendance log.

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LEA may withhold payment to PROVIDER, on ten (10) working days written notice of such withholding, when in the opinion of the LEA:

- a. PROVIDER's performance, in whole or in part, either has not been carried out or is insufficiently documented.
- b. PROVIDER has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.
- c. PROVIDER has failed to submit the invoice in a timely manner.

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If LEA gives notice of intent to withhold, PROVIDER shall have fourteen (14) days from the date of receipt of said notice to correct such deficiency. Provider may submit a written extension to correct the deficiencies and/or may invoke the dispute resolution provision herein. LEA shall process submitted re-billing invoices to PROVIDER within forty-five (45) days of submission of such invoices.

20. Modifications and Amendments:

This Contract may be modified or amended only by a written document signed by authorized representatives of PROVIDER and LEA. No change in this Contract or in the ISSA shall result in a LEA financial obligation to PROVIDER in excess of the State/Federal reimbursement rate per student per year to the LEA.

21. Disputes

Disputes between LEA and PROVIDER concerning the meaning, requirements or performance of this contract shall be submitted in writing to the Superintendent of the Center Joint Unified School District. The determination of the LEA's Superintendent shall be made in writing and shall be binding on both parties.

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PROVIDER shall not subcontract or assign any of the work contemplated under this Contract without first obtaining written approval from the LEA. Such approval shall be attached and made part of this Contract. Subcontracts or assignments may be entered into only with providers certified by the California Department of Education.

Any sub-contractor or assignee shall be bound by all of the terms of this Contract, including the insurance and indemnification provisions, and it shall be PROVIDER'S responsibility to obtain the agreement of subcontractor/assignee to comply with all terms contained herein.

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- a. This agreement may be terminated by LEA or PROVIDER at any time, as provided herein. PROVIDER's exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing ISSA's.
- b. To terminate this Contract, either party shall give twenty (20) calendar days written notice prior to the date of the termination. Upon termination without default of PROVIDER, LEA shall pay, without duplication, for all services satisfactorily performed to date of termination.
- c. In consideration of this payment, PROVIDER waives all rights to any further payment or damage. Upon termination, PROVIDER shall turn over to LEA all student records in its possession generated as a result of services rendered under this Contract, possessed by PROVIDER or under its control at the time of termination.
- d. An Individual Supplementary Services Agreement may be terminated by PROVIDER only upon consent of the LEA. An ISSA shall terminate if the student ceases to be enrolled in the District. Upon termination under this paragraph, final payment from LEA will be calculated based upon a pro-rata calculation of total services agreed-upon in the ISSA for which the LEA is responsible for payment, divided by that portion of services actually rendered.
- e. The PROVIDER must provide the LEA with written documentation of termination of services for any student within 7 days. LEA will be provided with the specifics as to why a student who has chosen said PROVIDER is not receiving services from the PROVIDER. The district and the provider will

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

each contact the parent of a student who does not attend prior to terminating the student's participation in the SES program.

24. Compliance with Laws

During the term of this agreement, PROVIDER shall comply with all applicable federal, State Board of Education, and local statutes, laws ordinances, rules and regulations relating to the provision of supplementary services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

25. Entire Agreement

This Agreement constitutes the entire agreement between LEA and PROVIDER and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated.

26. Governing Law

The terms and conditions of this agreement shall be governed by the laws of the state of California with venue in Sacramento County, California.

27. Severability Clause

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

28. Notices

Notices required under this Contract shall be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

For the LEA: Tami J Beily, Coordinator
Categorical Programs and Grants
Center Joint Unified School District
8408 Watt Avenue
Antelope, CA 95843

For PROVIDER: **ACE Tutoring Services, Inc]**
3576 Arlington Avenue, Suite 300
Riverside, CA 92506

29. Authorized Representative


The persons signing this Contract certify they are the authorized representatives of the respective parties, and are authorized to sign this document. Services are limited to the per student allocation determined by the district.

The parties hereto have executed this agreement by and through their duly authorized agents or representatives. This contract is effective October 16, 2014, and terminates at 5:00 p.m. on May 28, 2015, unless sooner terminated as provided herein.

FED ID: 330842322

PROVIDER: ACE Tutoring Services, Inc. CENTER JOINT UNIFIED SCHOOL DISTRICT:

BY:


Jeff Wang
Founder/Chairperson

BY:


Tami J. Beilly
Coordinator State and Federal Programs

APPROVED AS TO FORM: _____

General Counsel
Legal Services
Center Joint Unified School District

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)



Established 1858

Center Joint Unified School District

Instructional Services

8408 Watt Avenue • Antelope, CA 98843-9116
(916) 338-6320 • Fax (916) 338-6329

BOARD OF TRUSTEES

Nancy Anderson
Jeremy Hunt
Kelly Kelley
Delrae M. Pope
Donald E. Wilson

SUPERINTENDENT

Scott A. Loehr.

Date: October 3, 2014

From: Tami JBeily
Coordinator of Federal & State Programs

To: SES Providers

I am sending the below information as an addendum to the CJUSD Master Contract for your review and understanding.

Signed SES Provider contracts and addendum must be signed and returned via email, Attn: Paula Robinson at probinson@centerusd.org no later than Monday, October 6, 2014.

Contracts will be approved by the CJUSD Board of Trustees at the October 15, 2014 Board Meeting. SES providers will be notified by email that the CJUSD Board has approved the contract. Student lists will be provided as an attachment to the notification email. Services must start within 14 calendar days from the date the SES provider is notified of board approval. If services do not begin within 14 calendar days, CJUSD will cancel the contract and will reassign students to another SES provider.

Only the parents or guardian of student may complete Application for SES services. Application must be an original parent signature, not a copy. For verification purposes, parent signatures on SES applications will be compared to parent signatures on school registration packets. Should signatures not match, the CJUSD contract with SES provider will be cancelled, all students under the contract will be reassigned and SES provider will be reported to CDE.

SES Providers will not be paid for services if an ISSA is submitted incomplete or not at all. ISSA must include parent and student signatures.

I hereby acknowledge receipt of said contract and the above revisions and send this letter of acknowledgment.

Jeff Wang, Director
Printed Name/Title

10/3/14
Date

Signature

! ACE Tutoring Services, Inc.
SES Provider

**CENTER JOINT UNIFIED SCHOOL DISTRICT
STATE AND FEDERAL PROGRAMS**

MASTER CONTRACT

TITLE I – SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDERS

THIS MASTER CONTRACT ("Contract") is made and entered into on October 16, 2014, between the Center Joint Unified School District (hereinafter referred to as "LEA" [local educational agency] or "District"), a public school district duly operating under the laws of the State of California, and #1 in Learning Online, Inc., 10600 Sepulveda Blvd, Ste. 107, Mission Hills, CA 91345, 1-866-698-6537, 1-818-361-3200, the supplementary service provider (hereinafter referred to as "PROVIDER") for the purpose of providing supplementary services to eligible LEA students. "Eligible students" are those students identified by the District who meet specific requirements under Title I.

WHEREAS, the LEA is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, the LEA is in need of such special services and advice;

WHEREAS, PROVIDER is specially trained and experienced and competent to perform the special services required by the LEA, and such services are needed on a limited basis;

WHEREAS, the No Child Left Behind Act, 20 U.S.C. Section 1116(e)(3)(A) outlines the requirements for supplemental educational services;

WHEREAS, Section 6316(e)(3) contains the following requirements:

- a. Requires the LEA to develop, in consultation with a school representative, parents (and the provider chosen by parents), a statement of specific measurable achievement goals which are based upon the student's area of need as identified from the California standards assessments; how the student's progress will be measured, and a timetable for improving achievement, in the case of a student with disabilities, is consistent with the student's IEP;
- b. Requires a description of how and when the PROVIDER will regularly inform, in accordance with the ISSA (Individual Supplemental Services Agreement), the student's parent, school liaison and LEA of the student's progress toward achievement of the agreed upon measurable goals;
- c. Requires a provision for the termination of the agreement if the provider is unable to meet the goals and timetables required;
- d. Requires provisions with respect to the making payment to the provider by the LEA;
- e. Prohibits the provider from disclosing to the public the identity of any student eligible for, or receiving supplemental services without the written permission of the parent of such student;

WHEREAS, PROVIDER has been approved by the California State Department of Education and has met the qualifications to be certified as a supplementary service provider; and

WHEREAS, PROVIDER is willing to provide such services to LEA's eligible students if selected by the parents/guardians of eligible students.

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, it is agreed between the parties as follows:

1. Individual Supplementary Services Agreements

An Individual Supplementary Services Agreement (ISSA) shall be developed by LEA in consultation with parents/guardians and PROVIDER for each LEA eligible student whose parent/guardian elects to receive supplementary services from PROVIDER. Changes in any student's ISSA may only be made with the written consent of LEA in consultation with parents/guardians. PROVIDER, LEA or the parents/guardians may request a review of a student's ISSA. In conjunction with the liaison, the PROVIDER shall insure that all student ISSAs are completed within forty-five (45) days of receipt of student information or by exception based on a mutual written agreement between the LEA and PROVIDER.

Provider shall administer a standards based pre and post test assessment.

PROVIDER shall not unilaterally terminate any ISSA. PROVIDER shall obtain written authorization from LEA before terminating any ISSA.

Parents/guardians shall not be charged for any services rendered under the ISSA unless such services and charges are clearly identified in writing and agreed upon in advance in a writing signed by the parents/guardians. In no event shall the agreed upon charges obligate the LEA financially, nor shall the LEA incur any obligation or expense in excess of the state/federal reimbursement amount. Preliminary allocations indicate a per student rate will be \$799.71 per student, adjustments to this amount may be made pending final notification from the state. PROVIDERS shall receive compensation only for sessions actually attended by LEA students and for supplemental educational services actually provided to LEA students. Providers shall not receive compensation in the event of student absences, regardless of the reason for absence.

2. Incentives and Rewards

Incentives and rewards must be appropriately related to the purpose of the student's *Individual Supplemental Services Agreement* for academic achievement and should reasonably motivate or reward students for achievement of the specific goals of the *Individual Supplemental Services Agreement*. Additionally, the incentive or reward must be directly related to a motivational activity which is part of the provider's plan to facilitate academic achievement. Under no circumstances shall parents/guardians and/or students be given an incentive for enrolling in a specific Supplemental Educational Services Program.

The cost of the incentives and/or rewards must not be exorbitant and must not diminish the effectiveness of the original intent of Supplemental Educational Services set forth in the "*No Child Left behind*" legislation of 2001. Provider will not provide any up-front incentive at over \$2.00 per student to parent or students to encourage signing up for provider's services or to encourage any other student or parent to sign up for provider's services.

3. Parents/Guardianship

For the purpose of the Contract, a parent is the natural or adoptive parent, legal guardian, or a surrogate parent appointed by LEA.

4. Student Records

A student record is defined by State and Federal Law, and essentially is any document prepared or retained by PROVIDER with an individual student's name referenced therein. All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain an access log
(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

delineating date, time, agency, and identity of any individual accessing student records who is not in the direct employ of the PROVIDER. PROVIDER shall not provide access or forward to any other person other than parents/guardians or LEA any student record including student email address without the written consent of the parent/guardian or LEA. PROVIDER agrees to provide access to and copies of student records including assessments, progress reports, samples of student work and end of year student report reflecting percentage of objectives met by the student to LEA and/or the parents/guardians of LEA's student. PROVIDER will also provide LEA with an end of year summary indicating the total number of students that met 95% of their objectives during the period of the contract. No later than thirty (30) days after termination of services PROVIDER shall turn over to LEA all required documents for all Center Unified students in their program.

5. Access by LEA

PROVIDER shall notify LEA of the location and/or any change in location at which it is providing services to LEA's eligible students. It shall allow LEA representatives access to its facilities for periodic monitoring of each student's instructional program and shall be invited to participate in the review of each student's progress by LEA. Such access shall include unannounced monitoring visits. LEA representatives shall have ongoing access to observe each student at work, observe the instructional setting, interview PROVIDER, and review each student's progress as well as access to all student records maintained on site including the behavior intervention plan, if any.

6. Fingerprints/TB Clearance

In accordance with California Education Code § 45125.1, PROVIDER shall conduct a criminal background check of its employees and/or subcontractors and, upon receipt of those checks, certify to the LEA that no employee and/or subcontractors of PROVIDER working with students of the school district has been convicted of a violent or serious felony as defined by statutes. PROVIDER shall supply LEA with a list of names of those employees and/or subcontractors who are cleared to work with students of the LEA. A fingerprint certification will be required. Additionally all providers will be required to submit a TB clearance for those employed and/or subcontractors who will be working with students.

7. Independent Contractor Status

This agreement is by and between two independent agents and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this agreement.

It is the responsibility of the PROVIDER to insure that all of its employees are informed of all provisions as outlined in this contract prior to working with families/students.

8. Conflict of Interest:

This Agreement is subject to LEA Board Policy 2300 governing conflicts of interest. PROVIDER agrees to furnish to LEA (upon request) a valid copy of the most recently adopted partnership agreements or bylaws of the corporation and also a complete and accurate list of the Governing Board of Directors (or Trustees or Partners) and to timely update said information as changes in such governance occur. PROVIDER shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited, to employment with LEA, including its charter schools.

9. Accident/Incident Report

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

PROVIDER agrees to submit a written accident report to LEA within five (5) days of an accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

10. Discrimination

PROVIDER shall not discriminate on the basis of race, color, religion, sex, national origin, age, ancestry, ethnicity, gender, sexual orientation, sexual preference or physical or mental disability in employment or operation of its programs.

11. Child Abuse Reporting

PROVIDER assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under California law, including but not limited to, California Education Code § 49370 and California Penal Code § 11166 et seq. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours an accident or incident report to LEA when it becomes aware of circumstances including, but not limited to: allegations of molestation, child abuse, missing children under PROVIDER's supervision.

12. Supplies, Equipment and Facilities

PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a pupil as required in his/her ISSA. A PROVIDER who desires to use District facilities must make a separate application for use of facilities through the District's Use of Facilities procedures. As noted in the "District Use of Facilities" packet, the use of science and computer labs is disallowed.

13. Inspection and Audit

PROVIDER shall provide access to and the LEA shall have the right to examine and audit, upon the LEA's request, all of the records, reports, or other matter relating to the Contract. Fiscal records shall be maintained by PROVIDER for five (5) years and shall be available for audit. Records that no longer need to be retained must be shredded/destroyed in a manner that maintains confidentiality.

14. Indemnification

PROVIDER shall defend, hold harmless, and indemnify LEA and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this agreement.

LEA shall defend, hold harmless and indemnify PROVIDER and its governing board, offices, agents, and employees from all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever resulting from the negligence or intentional acts of LEA, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this agreement.

LEA shall not be liable for acts of the student(s) or the student's parent/guardian, family member, etc.

15. Insurance

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

During the entire term of this agreement and any extension or modification thereof, PROVIDER shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of service(s) by PROVIDER, of at least one million dollars (\$1,000,000.00) for each person and one million dollars (\$1,000,000.00) for all accidents or occurrences for all damages arising out of death, bodily injury, sickness or disease from any one accident or occurrence, and one million dollars (\$1,000,000.00) for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. Not later than the effective date of this agreement, PROVIDER shall provide LEA with satisfactory evidence of insurance, naming LEA as additional certificate holder, including a provision for a twenty (20) calendar day written notice to LEA before cancellation or material change, evidencing the above-specific coverage. The PROVIDER shall at its own cost and expense procedure and maintain insurance under the Worker's Compensation Law of California, if applicable. LEA reserves the right to revise the requirements of this provision at any time. If LEA determines that additional insurance coverage is necessary, LEA will reopen negotiations with PROVIDER to modify the terms of this agreement.

16. Billing Amount

PROVIDER'S hourly rate for services rendered shall be ~~\$35.00 per hour~~. The total amount of services rendered during the term of this contract shall not exceed the final per student allocation as indicated by the state. The student-teacher ratio for this hourly rate will be ~~1:1~~. Services shall begin within thirty (30) days of the completion of the ISSA.

17. Monthly Invoices

PROVIDER shall comply with all procedures concerning enrollment, contracting, attendance reporting, and billing as specified by LEA.

PROVIDER shall submit to LEA monthly invoices itemized by name/address of student, service provided and actual number of hours for which services were provided, including attendance verification logs signed by parent and/or guardian or computer log-in records. LEA shall not pay for non-attendance of students. Such invoices with amount due shall be submitted within thirty (30) days of the rendering of services. Invoices and related documents shall be submitted on a form and in the manner prescribed by LEA. LEA shall process payments to PROVIDER within forty-five (45) days of submission of such invoices, except in those situations identified in Paragraph 18, below.

18. Records of Attendance

PROVIDER shall maintain daily records of student service provided, including the name/address of student, the name of PROVIDER's employee who rendered the service, and the amount of time of such service. PROVIDER shall permit access to and/or a copy of such records to LEA upon request. Parent shall receive a copy of the monthly attendance log.

19. Right to Withhold

LEA may withhold payment to PROVIDER, on ten (10) working days written notice of such withholding, when in the opinion of the LEA:

- a. PROVIDER's performance, in whole or in part, either has not been carried out or is insufficiently documented.
- b. PROVIDER has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.
- c. PROVIDER has failed to submit the invoice in a timely manner.

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

If LEA gives notice of intent to withhold, PROVIDER shall have fourteen (14) days from the date of receipt of said notice to correct such deficiency. Provider may submit a written extension to correct the deficiencies and/or may invoke the dispute resolution provision herein. LEA shall process submitted re-billing invoices to PROVIDER within forty-five (45) days of submission of such invoices.

20. Modifications and Amendments:

This Contract may be modified or amended only by a written document signed by authorized representatives of PROVIDER and LEA. No change in this Contract or in the ISSA shall result in a LEA financial obligation to PROVIDER in excess of the State/Federal reimbursement rate per student per year to the LEA.

21. Disputes

Disputes between LEA and PROVIDER concerning the meaning, requirements or performance of this contract shall be submitted in writing to the Superintendent of the Center Joint Unified School District. The determination of the LEA's Superintendent shall be made in writing and shall be binding on both parties.

22. Subcontract and Assignment

PROVIDER shall not subcontract or assign any of the work contemplated under this Contract without first obtaining written approval from the LEA. Such approval shall be attached and made part of this Contract. Subcontracts or assignments may be entered into only with providers certified by the California Department of Education.

Any sub-contractor or assignee shall be bound by all of the terms of this Contract, including the insurance and indemnification provisions, and it shall be PROVIDER'S responsibility to obtain the agreement of subcontractor/assignee to comply with all terms contained herein.

23. Termination

- a. This agreement may be terminated by LEA or PROVIDER at any time, as provided herein. PROVIDER's exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing ISSA's.
- b. To terminate this Contract, either party shall give twenty (20) calendar days written notice prior to the date of the termination. Upon termination without default of PROVIDER, LEA shall pay, without duplication, for all services satisfactorily performed to date of termination.
- c. In consideration of this payment, PROVIDER waives all rights to any further payment or damage. Upon termination, PROVIDER shall turn over to LEA all student records in its possession generated as a result of services rendered under this Contract, possessed by PROVIDER or under its control at the time of termination.
- d. An Individual Supplementary Services Agreement may be terminated by PROVIDER only upon consent of the LEA. An ISSA shall terminate if the student ceases to be enrolled in the District. Upon termination under this paragraph, final payment from LEA will be calculated based upon a pro-rata calculation of total services agreed-upon in the ISSA for which the LEA is responsible for payment, divided by that portion of services actually rendered.
- e. The PROVIDER must provide the LEA with written documentation of termination of services for any student within 7 days. LEA will be provided with the specifics as to why a student who has chosen said PROVIDER is not receiving services from the PROVIDER. The district and the provider will

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each contact the parent of a student who does not attend prior to terminating the student's participation in the SES program.

24. Compliance with Laws

During the term of this agreement, PROVIDER shall comply with all applicable federal, State Board of Education, and local statutes, laws ordinances, rules and regulations relating to the provision of supplementary services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

25. Entire Agreement

This Agreement constitutes the entire agreement between LEA and PROVIDER and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated.

26. Governing Law

The terms and conditions of this agreement shall be governed by the laws of the state of California with venue in Sacramento County, California.

27. Severability Clause

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

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Notices required under this Contract shall be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

For the LEA: Tami JBeily, Coordinator
 Categorical Programs and Grants
 Center Joint Unified School District
 8408 Watt Avenue
 Antelope, CA 95843

For PROVIDER: **#1 in Learning Online, Inc]**
 10600 Sepulveda Blvd., Ste. 107
 Mission Hills, CA 91345

29. **Authorized Representative**

The persons signing this Contract certify they are the authorized representatives of the respective parties, and are authorized to sign this document. Services are limited to the per student allocation determined by the district.

The parties hereto have executed this agreement by and through their duly authorized agents or representatives. This contract is effective October 16, 2014, and terminates at 5:00 p.m. on May 28, 2015, unless sooner terminated as provided herein.

FED ID: 80 0750189

PROVIDER:

CENTER JOINT UNIFIED SCHOOL DISTRICT:

BY: _____



Founder/Chairperson

Brandon Edwards, President

BY: _____



Tammy Beily,
Coordinator State and Federal Programs

APPROVED AS TO FORM: _____

General Counsel

Legal Services

Center Joint Unified School District

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)



Established 1858

Center Joint Unified School District

Instructional Services

8408 Watt Avenue • Antelope, CA 98843-9116
(916) 338-6320 • Fax (916) 338-6329

BOARD OF TRUSTEES

Nancy Anderson
Jeremy Hunt
Kelly Kelley
Delrae M. Pope
Donald E. Wilson

SUPERINTENDENT

Scott A. Loehr.

Date: October 3, 2014

From: Tami JBeily
Coordinator of Federal & State Programs

To: SES Providers

I am sending the below information as an addendum to the CJUSD Master Contract for your review and understanding.

Signed SES Provider contracts and addendum must be signed and returned via email, Attn: Paula Robinson at probinson@centerusd.org no later than Monday, October 6, 2014.

Contracts will be approved by the CJUSD Board of Trustees at the October 15, 2014 Board Meeting. SES providers will be notified by email that the CJUSD Board has approved the contract. Student lists will be provided as an attachment to the notification email. Services must start within 14 calendar days from the date the SES provider is notified of board approval. If services do not begin within 14 calendar days, CJUSD will cancel the contract and will reassign students to another SES provider.

Only the parents or guardian of student may complete Application for SES services. Application must be an original parent signature, not a copy. For verification purposes, parent signatures on SES applications will be compared to parent signatures on school registration packets. Should signatures not match, the CJUSD contract with SES provider will be cancelled, all students under the contract will be reassigned and SES provider will be reported to CDE.

SES Providers will not be paid for services if an ISSA is submitted incomplete or not at all. ISSA must include parent and student signatures.

I hereby acknowledge receipt of said contract and the above revisions and send this letter of acknowledgment.

Brandon Edwards

10/3/2014

Printed Name/Title

Date

Signature

#1 in Learning Online, Inc.
SES Provider

**CENTER JOINT UNIFIED SCHOOL DISTRICT
STATE AND FEDERAL PROGRAMS**

MASTER CONTRACT

TITLE I – SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDERS

THIS MASTER CONTRACT ("Contract") is made and entered into on October 16, 2014, between the Center Joint Unified School District (hereinafter referred to as "LEA" [local educational agency] or "District"), a public school district duly operating under the laws of the State of California, and 1 2 3 MATH AND READING INC., 2252 Beverly Blvd., Los Angeles, CA, 90057, 1-877-251-6284, 1-877-889-6891, the supplementary service provider (hereinafter referred to as "PROVIDER") for the purpose of providing supplementary services to eligible LEA students. "Eligible students" are those students identified by the District who meet specific requirements under Title I.

WHEREAS, the LEA is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, the LEA is in need of such special services and advice;

WHEREAS, PROVIDER is specially trained and experienced and competent to perform the special services required by the LEA, and such services are needed on a limited basis;

WHEREAS, the No Child Left Behind Act, 20 U.S.C. Section 1116(e)(3)(A) outlines the requirements for supplemental educational services;

WHEREAS, Section 6316(e)(3) contains the following requirements:

- a. Requires the LEA to develop, in consultation with a school representative, parents (and the provider chosen by parents), a statement of specific measurable achievement goals which are based upon the student's area of need as identified from the California standards assessments; how the student's progress will be measured, and a timetable for improving achievement, in the case of a student with disabilities, is consistent with the student's IEP;
- b. Requires a description of how and when the PROVIDER will regularly inform, in accordance with the ISSA (Individual Supplemental Services Agreement), the student's parent, school liaison and LEA of the student's progress toward achievement of the agreed upon measurable goals;
- c. Requires a provision for the termination of the agreement if the provider is unable to meet the goals and timetables required;
- d. Requires provisions with respect to the making payment to the provider by the LEA;
- e. Prohibits the provider from disclosing to the public the identity of any student eligible for, or receiving supplemental services without the written permission of the parent of such student;

WHEREAS, PROVIDER has been approved by the California State Department of Education and has met the qualifications to be certified as a supplementary service provider; and

WHEREAS, PROVIDER is willing to provide such services to LEA's eligible students if selected by the parents/guardians of eligible students.

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, it is agreed between the parties as follows:

1. Individual Supplementary Services Agreements

An Individual Supplementary Services Agreement (ISSA) shall be developed by LEA in consultation with parents/guardians and PROVIDER for each LEA eligible student whose parent/guardian elects to receive supplementary services from PROVIDER. Changes in any student's ISSA may only be made with the written consent of LEA in consultation with parents/guardians. PROVIDER, LEA or the parents/guardians may request a review of a student's ISSA. In conjunction with the liaison, the PROVIDER shall insure that all student ISSAs are completed within forty-five (45) days of receipt of student information or by exception based on a mutual written agreement between the LEA and PROVIDER.

Provider shall administer a standards based pre and post test assessment.

PROVIDER shall not unilaterally terminate any ISSA. PROVIDER shall obtain written authorization from LEA before terminating any ISSA.

Parents/guardians shall not be charged for any services rendered under the ISSA unless such services and charges are clearly identified in writing and agreed upon in advance in a writing signed by the parents/guardians. In no event shall the agreed upon charges obligate the LEA financially, nor shall the LEA incur any obligation or expense in excess of the state/federal reimbursement amount. Preliminary allocations indicate a per student rate will be \$799.71 per student, adjustments to this amount may be made pending final notification from the state. PROVIDERS shall receive compensation only for sessions actually attended by LEA students and for supplemental educational services actually provided to LEA students. Providers shall not receive compensation in the event of student absences, regardless of the reason for absence.

2. Incentives and Rewards

Incentives and rewards must be appropriately related to the purpose of the student's *Individual Supplemental Services Agreement* for academic achievement and should reasonably motivate or reward students for achievement of the specific goals of the *Individual Supplemental Services Agreement*. Additionally, the incentive or reward must be directly related to a motivational activity which is part of the provider's plan to facilitate academic achievement. Under no circumstances shall parents/guardians and/or students be given an incentive for enrolling in a specific Supplemental Educational Services Program.

The cost of the incentives and/or rewards must not be exorbitant and must not diminish the effectiveness of the original intent of Supplemental Educational Services set forth in the "*No Child Left behind*" legislation of 2001. Provider will not provide any up-front incentive at over \$2.00 per student to parent or students to encourage signing up for provider's services or to encourage any other student or parent to sign up for provider's services.

3. Parents/Guardianship

For the purpose of the Contract, a parent is the natural or adoptive parent, legal guardian, or a surrogate parent appointed by LEA.

4. Student Records

A student record is defined by State and Federal Law, and essentially is any document prepared or retained by PROVIDER with an individual student's name referenced therein. All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain an access log
(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

delineating date, time, agency, and identity of any individual accessing student records who is not in the direct employ of the PROVIDER. PROVIDER shall not provide access or forward to any other person other than parents/guardians or LEA any student record including student email address without the written consent of the parent/guardian or LEA. PROVIDER agrees to provide access to and copies of student records including assessments, progress reports, samples of student work and end of year student report reflecting percentage of objectives met by the student to LEA and/or the parents/guardians of LEA's student. PROVIDER will also provide LEA with an end of year summary indicating the total number of students that met 95% of their objectives during the period of the contract. No later than thirty (30) days after termination of services PROVIDER shall turn over to LEA all required documents for all Center Unified students in their program.

5. Access by LEA

PROVIDER shall notify LEA of the location and/or any change in location at which it is providing services to LEA's eligible students. It shall allow LEA representatives access to its facilities for periodic monitoring of each student's instructional program and shall be invited to participate in the review of each student's progress by LEA. Such access shall include unannounced monitoring visits. LEA representatives shall have ongoing access to observe each student at work, observe the instructional setting, interview PROVIDER, and review each student's progress as well as access to all student records maintained on site including the behavior intervention plan, if any.

6. Fingerprints/TB Clearance

In accordance with California Education Code § 45125.1, PROVIDER shall conduct a criminal background check of its employees and/or subcontractors and, upon receipt of those checks, certify to the LEA that no employee and/or subcontractors of PROVIDER working with students of the school district has been convicted of a violent or serious felony as defined by statutes. PROVIDER shall supply LEA with a list of names of those employees and/or subcontractors who are cleared to work with students of the LEA. A fingerprint certification will be required. Additionally all providers will be required to submit a TB clearance for those employed and/or subcontractors who will be working with students.

7. Independent Contractor Status

This agreement is by and between two independent agents and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this agreement.

It is the responsibility of the PROVIDER to insure that all of its employees are informed of all provisions as outlined in this contract prior to working with families/students.

8. Conflict of Interest:

This Agreement is subject to LEA Board Policy 2300 governing conflicts of interest. PROVIDER agrees to furnish to LEA (upon request) a valid copy of the most recently adopted partnership agreements or bylaws of the corporation and also a complete and accurate list of the Governing Board of Directors (or Trustees or Partners) and to timely update said information as changes in such governance occur. PROVIDER shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited, to employment with LEA, including its charter schools.

9. Accident/Incident Report

PROVIDER agrees to submit a written accident report to LEA within five (5) days of an accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

10. Discrimination

PROVIDER shall not discriminate on the basis of race, color, religion, sex, national origin, age, ancestry, ethnicity, gender, sexual orientation, sexual preference or physical or mental disability in employment or operation of its programs.

11. Child Abuse Reporting

PROVIDER assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under California law, including but not limited to, California Education Code § 49370 and California Penal Code § 11166 et seq. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours an accident or incident report to LEA when it becomes aware of circumstances including, but not limited to: allegations of molestation, child abuse, missing children under PROVIDER's supervision.

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PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a pupil as required in his/her ISSA. A PROVIDER who desires to use District facilities must make a separate application for use of facilities through the District's Use of Facilities procedures. As noted in the "District Use of Facilities" packet, the use of science and computer labs is disallowed.

13. Inspection and Audit

PROVIDER shall provide access to and the LEA shall have the right to examine and audit, upon the LEA's request, all of the records, reports, or other matter relating to the Contract. Fiscal records shall be maintained by PROVIDER for five (5) years and shall be available for audit. Records that no longer need to be retained must be shredded/destroyed in a manner that maintains confidentiality.

14. Indemnification

PROVIDER shall defend, hold harmless, and indemnify LEA and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this agreement.

LEA shall defend, hold harmless and indemnify PROVIDER and its governing board, offices, agents, and employees from all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever resulting from the negligence or intentional acts of LEA, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this agreement.

LEA shall not be liable for acts of the student(s) or the student's parent/guardian, family member, etc.

15. Insurance

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

During the entire term of this agreement and any extension or modification thereof, PROVIDER shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of service(s) by PROVIDER, of at least one million dollars (\$1,000,000.00) for each person and one million dollars (\$1,000,000.00) for all accidents or occurrences for all damages arising out of death, bodily injury, sickness or disease from any one accident or occurrence, and one million dollars (\$1,000,000.00) for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. Not later than the effective date of this agreement, PROVIDER shall provide LEA with satisfactory evidence of insurance, naming LEA as additional certificate holder, including a provision for a twenty (20) calendar day written notice to LEA before cancellation or material change, evidencing the above-specific coverage. The PROVIDER shall at its own cost and expense procedure and maintain insurance under the Worker's Compensation Law of California, if applicable. LEA reserves the right to revise the requirements of this provision at any time. If LEA determines that additional insurance coverage is necessary, LEA will reopen negotiations with PROVIDER to modify the terms of this agreement.

16. Billing Amount

PROVIDER'S hourly rate for services rendered shall be \$60.00 per hour. The total amount of services rendered during the term of this contract shall not exceed the final per student allocation as indicated by the state. The student-teacher ratio for this hourly rate will be 1:1 to 4:1. Services shall begin within thirty (30) days of the completion of the ISSA.

17. Monthly Invoices

PROVIDER shall comply with all procedures concerning enrollment, contracting, attendance reporting, and billing as specified by LEA.

PROVIDER shall submit to LEA monthly invoices itemized by name/address of student, service provided and actual number of hours for which services were provided, including attendance verification logs signed by parent and/or guardian or computer log-in records. LEA shall not pay for non-attendance of students. Such invoices with amount due shall be submitted within thirty (30) days of the rendering of services. Invoices and related documents shall be submitted on a form and in the manner prescribed by LEA. LEA shall process payments to PROVIDER within forty-five (45) days of submission of such invoices, except in those situations identified in Paragraph 18, below.

18. Records of Attendance

PROVIDER shall maintain daily records of student service provided, including the name/address of student, the name of PROVIDER's employee who rendered the service, and the amount of time of such service. PROVIDER shall permit access to and/or a copy of such records to LEA upon request. Parent shall receive a copy of the monthly attendance log.

19. Right to Withhold

LEA may withhold payment to PROVIDER, on ten (10) working days written notice of such withholding, when in the opinion of the LEA:

- a. PROVIDER's performance, in whole or in part, either has not been carried out or is insufficiently documented.
- b. PROVIDER has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.
- c. PROVIDER has failed to submit the invoice in a timely manner.

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

If LEA gives notice of intent to withhold, PROVIDER shall have fourteen (14) days from the date of receipt of said notice to correct such deficiency. Provider may submit a written extension to correct the deficiencies and/or may invoke the dispute resolution provision herein. LEA shall process submitted re-billing invoices to PROVIDER within forty-five (45) days of submission of such invoices.

20. Modifications and Amendments:

This Contract may be modified or amended only by a written document signed by authorized representatives of PROVIDER and LEA. No change in this Contract or in the ISSA shall result in a LEA financial obligation to PROVIDER in excess of the State/Federal reimbursement rate per student per year to the LEA.

21. Disputes

Disputes between LEA and PROVIDER concerning the meaning, requirements or performance of this contract shall be submitted in writing to the Superintendent of the Center Joint Unified School District. The determination of the LEA's Superintendent shall be made in writing and shall be binding on both parties.

22. Subcontract and Assignment

PROVIDER shall not subcontract or assign any of the work contemplated under this Contract without first obtaining written approval from the LEA. Such approval shall be attached and made part of this Contract. Subcontracts or assignments may be entered into only with providers certified by the California Department of Education.

Any sub-contractor or assignee shall be bound by all of the terms of this Contract, including the insurance and indemnification provisions, and it shall be PROVIDER'S responsibility to obtain the agreement of subcontractor/assignee to comply with all terms contained herein.

23. Termination

- a. This agreement may be terminated by LEA or PROVIDER at any time, as provided herein. PROVIDER's exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing ISSA's.
- b. To terminate this Contract, either party shall give twenty (20) calendar days written notice prior to the date of the termination. Upon termination without default of PROVIDER, LEA shall pay, without duplication, for all services satisfactorily performed to date of termination.
- c. In consideration of this payment, PROVIDER waives all rights to any further payment or damage. Upon termination, PROVIDER shall turn over to LEA all student records in its possession generated as a result of services rendered under this Contract, possessed by PROVIDER or under its control at the time of termination.
- d. An Individual Supplementary Services Agreement may be terminated by PROVIDER only upon consent of the LEA. An ISSA shall terminate if the student ceases to be enrolled in the District. Upon termination under this paragraph, final payment from LEA will be calculated based upon a pro-rata calculation of total services agreed-upon in the ISSA for which the LEA is responsible for payment, divided by that portion of services actually rendered.
- e. The PROVIDER must provide the LEA with written documentation of termination of services for any student within 7 days. LEA will be provided with the specifics as to why a student who has chosen said PROVIDER is not receiving services from the PROVIDER. The district and the provider will
(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

each contact the parent of a student who does not attend prior to terminating the student's participation in the SES program.

24. Compliance with Laws

During the term of this agreement, PROVIDER shall comply with all applicable federal, State Board of Education, and local statutes, laws ordinances, rules and regulations relating to the provision of supplementary services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

25. Entire Agreement

This Agreement constitutes the entire agreement between LEA and PROVIDER and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated.

26. Governing Law

The terms and conditions of this agreement shall be governed by the laws of the state of California with venue in Sacramento County, California.

27. Severability Clause

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

28. Notices

Notices required under this Contract shall be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

For the LEA: Tami J Beily, Coordinator
 Categorical Programs and Grants
 Center Joint Unified School District
 8408 Watt Avenue
 Antelope, CA 95843

For PROVIDER: **1 2 3 MATH AND READING, INC]**
 2252 Beverly Blvd]
 Los Angeles, CA 90051]

29. **Authorized Representative**

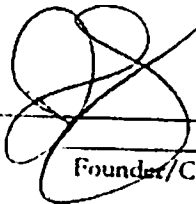
The persons signing this Contract certify they are the authorized representatives of the respective parties, and are authorized to sign this document. Services are limited to the per student allocation determined by the district.

The parties hereto have executed this agreement by and through their duly authorized agents or representatives. This contract is effective October 16, 2014, and terminates at 5:00 p.m. on May 28, 2015, unless sooner terminated as provided herein.

FED ID: 46124163

PROVIDER: 1 2 3 MATH & READING, INC.

CENTER JOINT UNIFIED SCHOOL DISTRICT:

BY: 

Founder/Chairperson

BY: 

Tami Beily,
Coordinator State and Federal Programs

APPROVED AS TO FORM: _____
General Counsel
Legal Services
Center Joint Unified School District

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)



Established 1858

Center Joint Unified School District

Instructional Services

8408 Watt Avenue • Antelope, CA 98843-9116
(916) 338-6320 • Fax (916) 338-6329

BOARD OF TRUSTEES

Nancy Anderson
Jeremy Hunt
Kelly Kelley
Delrae M. Pope
Donald E. Wilson

SUPERINTENDENT

Scott A. Loehr

Date: October 3, 2014

From: Tami JBeily
Coordinator of Federal & State Programs

To: SES Providers

I am sending the below information as an addendum to the CJUSD Master Contract for your review and understanding.

Signed SES Provider contracts and addendum must be signed and returned via email, Attn: Paula Robinson at probinson@centerusd.org no later than Monday, October 6, 2014.

Contracts will be approved by the CJUSD Board of Trustees at the October 15, 2014 Board Meeting. SES providers will be notified by email that the CJUSD Board has approved the contract. Student lists will be provided as an attachment to the notification email. Services must start within 14 calendar days from the date the SES provider is notified of board approval. If services do not begin within 14 calendar days, CJUSD will cancel the contract and will reassign students to another SES provider.

Only the parents or guardian of student may complete Application for SES services. Application must be an original parent signature, not a copy. For verification purposes, parent signatures on SES applications will be compared to parent signatures on school registration packets. Should signatures not match, the CJUSD contract with SES provider will be cancelled, all students under the contract will be reassigned and SES provider will be reported to CDE.

SES Providers will not be paid for services if an ISSA is submitted incomplete or not at all. ISSA must include parent and student signatures.

I hereby acknowledge receipt of said contract and the above revisions and send this letter of acknowledgment.

Irene Pinzon Santos

Printed Name/Title

10/5/14

Date

Signature

1 2 3 MATH & READING, INC.

SES Provider

**CENTER JOINT UNIFIED SCHOOL DISTRICT
STATE AND FEDERAL PROGRAMS**

MASTER CONTRACT

TITLE I – SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDERS

THIS MASTER CONTRACT ("Contract") is made and entered into on October 16, 2014, between the Center Joint Unified School District (hereinafter referred to as "LEA" [local educational agency] or "District"), a public school district duly operating under the laws of the State of California, and #1 Educando con Tabletas, 2550 Corporate Place, C108, Monterey Park, CA 91754, 1-800-293-3091, 1-323-526-4632, the supplementary service provider (hereinafter referred to as "PROVIDER") for the purpose of providing supplementary services to eligible LEA students. "Eligible students" are those students identified by the District who meet specific requirements under Title I.

WHEREAS, the LEA is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, the LEA is in need of such special services and advice;

WHEREAS, PROVIDER is specially trained and experienced and competent to perform the special services required by the LEA, and such services are needed on a limited basis;

WHEREAS, the No Child Left Behind Act, 20 U.S.C. Section 1116(e)(3)(A) outlines the requirements for supplemental educational services;

WHEREAS, Section 6316(e)(3) contains the following requirements:

- a. Requires the LEA to develop, in consultation with a school representative, parents (and the provider chosen by parents), a statement of specific measurable achievement goals which are based upon the student's area of need as identified from the California standards assessments; how the student's progress will be measured, and a timetable for improving achievement, in the case of a student with disabilities, is consistent with the student's IEP;
- b. Requires a description of how and when the PROVIDER will regularly inform, in accordance with the ISSA (Individual Supplemental Services Agreement), the student's parent, school liaison and LEA of the student's progress toward achievement of the agreed upon measurable goals;
- c. Requires a provision for the termination of the agreement if the provider is unable to meet the goals and timetables required;
- d. Requires provisions with respect to the making payment to the provider by the LEA;
- e. Prohibits the provider from disclosing to the public the identity of any student eligible for, or receiving supplemental services without the written permission of the parent of such student;

WHEREAS, PROVIDER has been approved by the California State Department of Education and has met the qualifications to be certified as a supplementary service provider; and

WHEREAS, PROVIDER is willing to provide such services to LEA's eligible students if selected by the parents/guardians of eligible students.

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, it is agreed between the parties as follows:

1. Individual Supplementary Services Agreements

An Individual Supplementary Services Agreement (ISSA) shall be developed by LEA in consultation with parents/guardians and PROVIDER for each LEA eligible student whose parent/guardian elects to receive supplementary services from PROVIDER. Changes in any student's ISSA may only be made with the written consent of LEA in consultation with parents/guardians. PROVIDER, LEA or the parents/guardians may request a review of a student's ISSA. In conjunction with the liaison, the PROVIDER shall insure that all student ISSAs are completed within forty-five (45) days of receipt of student information or by exception based on a mutual written agreement between the LEA and PROVIDER.

Provider shall administer a standards based pre and post test assessment.

PROVIDER shall not unilaterally terminate any ISSA. PROVIDER shall obtain written authorization from LEA before terminating any ISSA.

Parents/guardians shall not be charged for any services rendered under the ISSA unless such services and charges are clearly identified in writing and agreed upon in advance in a writing signed by the parents/guardians. In no event shall the agreed upon charges obligate the LEA financially, nor shall the LEA incur any obligation or expense in excess of the state/federal reimbursement amount. Preliminary allocations indicate a per student rate will be \$799.71 per student, adjustments to this amount may be made pending final notification from the state. PROVIDERS shall receive compensation only for sessions actually attended by LEA students and for supplemental educational services actually provided to LEA students. Providers shall not receive compensation in the event of student absences, regardless of the reason for absence.

2. Incentives and Rewards

Incentives and rewards must be appropriately related to the purpose of the student's *Individual Supplemental Services Agreement* for academic achievement and should reasonably motivate or reward students for achievement of the specific goals of the *Individual Supplemental Services Agreement*. Additionally, the incentive or reward must be directly related to a motivational activity which is part of the provider's plan to facilitate academic achievement. Under no circumstances shall parents/guardians and/or students be given an incentive for enrolling in a specific Supplemental Educational Services Program.

The cost of the incentives and/or rewards must not be exorbitant and must not diminish the effectiveness of the original intent of Supplemental Educational Services set forth in the "*No Child Left behind*" legislation of 2001. Provider will not provide any up-front incentive at over \$2.00 per student to parent or students to encourage signing up for provider's services or to encourage any other student or parent to sign up for provider's services.

3. Parents/Guardianship

For the purpose of the Contract, a parent is the natural or adoptive parent, legal guardian, or a surrogate parent appointed by LEA.

4. Student Records

A student record is defined by State and Federal Law, and essentially is any document prepared or retained by PROVIDER with an individual student's name referenced therein. All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain an access log

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delineating date, time, agency, and identity of any individual accessing student records who is not in the direct employ of the PROVIDER. PROVIDER shall not provide access or forward to any other person other than parents/guardians or LEA any student record including student email address without the written consent of the parent/guardian or LEA. PROVIDER agrees to provide access to and copies of student records including assessments, progress reports, samples of student work and end of year student report reflecting percentage of objectives met by the student to LEA and/or the parents/guardians of LEA's student. PROVIDER will also provide LEA with an end of year summary indicating the total number of students that met 95% of their objectives during the period of the contract. No later than thirty (30) days after termination of services PROVIDER shall turn over to LEA all required documents for all Center Unified students in their program.

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In accordance with California Education Code § 45125.1, PROVIDER shall conduct a criminal background check of its employees and/or subcontractors and, upon receipt of those checks, certify to the LEA that no employee and/or subcontractors of PROVIDER working with students of the school district has been convicted of a violent or serious felony as defined by statutes. PROVIDER shall supply LEA with a list of names of those employees and/or subcontractors who are cleared to work with students of the LEA. A fingerprint certification will be required. Additionally all providers will be required to submit a TB clearance for those employed and/or subcontractors who will be working with students.

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PROVIDER shall defend, hold harmless, and indemnify LEA and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this agreement.

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16. Billing Amount

PROVIDER'S hourly rate for services rendered shall be ~~\$45.00 per hour~~. The total amount of services rendered during the term of this contract shall not exceed the final per student allocation as indicated by the state. The student-teacher ratio for this hourly rate will be ~~1:1 to 1:5~~. Services shall begin within thirty (30) days of the completion of the ISSA.

17. Monthly Invoices

PROVIDER shall comply with all procedures concerning enrollment, contracting, attendance reporting, and billing as specified by LEA.

PROVIDER shall submit to LEA monthly invoices itemized by name/address of student, service provided and actual number of hours for which services were provided, including attendance verification logs signed by parent and/or guardian or computer log-in records. LEA shall not pay for non-attendance of students. Such invoices with amount due shall be submitted within thirty (30) days of the rendering of services. Invoices and related documents shall be submitted on a form and in the manner prescribed by LEA. LEA shall process payments to PROVIDER within forty-five (45) days of submission of such invoices, except in those situations identified in Paragraph 18, below.

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LEA may withhold payment to PROVIDER, on ten (10) working days written notice of such withholding, when in the opinion of the LEA:

- a. PROVIDER's performance, in whole or in part, either has not been carried out or is insufficiently documented.
- b. PROVIDER has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.
- c. PROVIDER has failed to submit the invoice in a timely manner.

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

If LEA gives notice of intent to withhold, PROVIDER shall have fourteen (14) days from the date of receipt of said notice to correct such deficiency. **Provider may submit a written extension to correct the deficiencies and/or may invoke the dispute resolution provision herein. LEA shall process submitted re-billing invoices to PROVIDER within forty-five (45) days of submission of such invoices.**

20. Modifications and Amendments:

This Contract may be modified or amended only by a written document signed by authorized representatives of PROVIDER and LEA. No change in this Contract or in the ISSA shall result in a LEA financial obligation to PROVIDER in excess of the State/Federal reimbursement rate per student per year to the LEA.

21. Disputes

Disputes between LEA and PROVIDER concerning the meaning, requirements or performance of this contract shall be submitted **in writing** to the Superintendent of the Center Joint Unified School District. The determination of the LEA's Superintendent shall be made in writing and shall be binding on both parties.

22. Subcontract and Assignment

PROVIDER shall not subcontract or assign any of the work contemplated under this Contract without first obtaining written approval from the LEA. Such approval shall be attached and made part of this Contract. Subcontracts or assignments may be entered into only with providers certified by the California Department of Education.

Any sub-contractor or assignee shall be bound by all of the terms of this Contract, including the insurance and indemnification provisions, and it shall be PROVIDER'S responsibility to obtain the agreement of subcontractor/assignee to comply with all terms contained herein.

23. Termination

- a. This agreement may be terminated by LEA or PROVIDER at any time, as provided herein. PROVIDER's exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing ISSA's.
- b. To terminate this Contract, either party shall give twenty (20) calendar days written notice prior to the date of the termination. Upon termination without default of PROVIDER, LEA shall pay, without duplication, for all services satisfactorily performed to date of termination.
- c. In consideration of this payment, PROVIDER waives all rights to any further payment or damage. Upon termination, PROVIDER shall turn over to LEA all student records in its possession generated as a result of services rendered under this Contract, possessed by PROVIDER or under its control at the time of termination.
- d. An Individual Supplementary Services Agreement may be terminated by PROVIDER only upon consent of the LEA. An ISSA shall terminate if the student ceases to be enrolled in the District. Upon termination under this paragraph, final payment from LEA will be calculated based upon a pro-rata calculation of total services agreed-upon in the ISSA for which the LEA is responsible for payment, divided by that portion of services actually rendered.
- e. The PROVIDER must provide the LEA with written documentation of termination of services for any student within 7 days. LEA will be provided with the specifics as to why a student who has chosen said PROVIDER is not receiving services from the PROVIDER. The district and the provider will

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each contact the parent of a student who does not attend prior to terminating the student's participation in the SES program.

24. Compliance with Laws

During the term of this agreement, PROVIDER shall comply with all applicable federal, State Board of Education, and local statutes, laws ordinances, rules and regulations relating to the provision of supplementary services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

25. Entire Agreement

This Agreement constitutes the entire agreement between LEA and PROVIDER and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated.

26. Governing Law

The terms and conditions of this agreement shall be governed by the laws of the state of California with venue in Sacramento County, California.

27. Severability Clause

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

28. Notices

Notices required under this Contract shall be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

For the LEA: Tami JBeily, Coordinator
 Categorical Programs and Grants
 Center Joint Unified School District
 8408 Watt Avenue
 Antelope, CA 95843

For PROVIDER: **#1 Educando con Tableta**
 2550 Corporate Place C108
 Monterey Park, CA 91754

29. **Authorized Representative**

The persons signing this Contract certify they are the authorized representatives of the respective parties, and are authorized to sign this document. Services are limited to the per student allocation determined by the district.

The parties hereto have executed this agreement by and through their duly authorized agents or representatives. This contract is effective October 16, 2014, and terminates at 5:00 p.m. on May 28, 2015, unless sooner terminated as provided herein.

FED ID: 271332524

PROVIDER:

#1 Educador con Tablets

CENTER JOINT UNIFIED SCHOOL DISTRICT:

BY: Sidiana H. Jones

Founder/Chairperson

BY: Tam J. Bely

Tam J. Bely,
Coordinator State and Federal Programs

APPROVED AS TO FORM: _____

General Counsel

Legal Services

Center Joint Unified School District

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

C-8



Established 1858

Center Joint Unified School District

Instructional Services

8408 Watt Avenue • Antelope, CA 98843-9116
(916) 338-6320 • Fax (916) 338-6329

BOARD OF TRUSTEES

Nancy Anderson
Jeremy Hunt
Kelly Kelley
Debrae M. Pope
Donald E. Wilson

SUPERINTENDENT

Scott A. Loehr

Date: October 3, 2014

From: Tami JBeily
Coordinator of Federal & State Programs

To: SES Providers

I am sending the below information as an addendum to the CJUSD Master Contract for your review and understanding.

Signed SES Provider contracts and addendum must be signed and returned via email, Attn: Paula Robinson at probinson@centerusd.org no later than Monday, October 6, 2014.

Contracts will be approved by the CJUSD Board of Trustees at the October 15, 2014 Board Meeting. SES providers will be notified by email that the CJUSD Board has approved the contract. Student lists will be provided as an attachment to the notification email. Services must start within 14 calendar days from the date the SES provider is notified of board approval. If services do not begin within 14 calendar days, CJUSD will cancel the contract and will reassign students to another SES provider.

Only the parents or guardian of student may complete Application for SES services. Application must be an original parent signature, not a copy. For verification purposes, parent signatures on SES applications will be compared to parent signatures on school registration packets. Should signatures not match, the CJUSD contract with SES provider will be cancelled, all students under the contract will be reassigned and SES provider will be reported to CDE.

SES Providers will not be paid for services if an ISSA is submitted incomplete or not at all. ISSA must include parent and student signatures.

I hereby acknowledge receipt of said contract and the above revisions and send this letter of acknowledgment.

Adeana L. Flores / Office Manager
Printed Name/Title

10.16.14
Date

[Signature]
Signature

* I Educando con Tabietas
SES Provider

**CENTER JOINT UNIFIED SCHOOL DISTRICT
STATE AND FEDERAL PROGRAMS**

MASTER CONTRACT

TITLE I – SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDERS

THIS MASTER CONTRACT ("Contract") is made and entered into on October 16, 2014, between the Center Joint Unified School District (hereinafter referred to as "LEA" [local educational agency] or "District"), a public school district duly operating under the laws of the State of California, and **A+ Educational Centers, 29754 Baden Place, Malibu, CA 90265, 310-457-7657-District/800-700-2758-Parents Fax 310-457-7623** the supplementary service provider (hereinafter referred to as "PROVIDER") for the purpose of providing supplementary services to eligible LEA students. "Eligible students" are those students identified by the District who meet specific requirements under Title I.

WHEREAS, the LEA is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, the LEA is in need of such special services and advice;

WHEREAS, PROVIDER is specially trained and experienced and competent to perform the special services required by the LEA, and such services are needed on a limited basis;

WHEREAS, the No Child Left Behind Act, 20 U.S.C. Section 1116(e)(3)(A) outlines the requirements for supplemental educational services;

WHEREAS, Section 6316(e)(3) contains the following requirements:

- a. Requires the LEA to develop, in consultation with a school representative, parents (and the provider chosen by parents), a statement of specific measurable achievement goals which are based upon the student's area of need as identified from the California standards assessments; how the student's progress will be measured, and a timetable for improving achievement, in the case of a student with disabilities, is consistent with the student's IEP;
- b. Requires a description of how and when the PROVIDER will regularly inform, in accordance with the ISSA (Individual Supplemental Services Agreement), the student's parent, school liaison and LEA of the student's progress toward achievement of the agreed upon measurable goals;
- c. Requires a provision for the termination of the agreement if the provider is unable to meet the goals and timetables required;
- d. Requires provisions with respect to the making payment to the provider by the LEA;
- e. Prohibits the provider from disclosing to the public the identity of any student eligible for, or receiving supplemental services without the written permission of the parent of such student;

WHEREAS, PROVIDER has been approved by the California State Department of Education and has met the qualifications to be certified as a supplementary service provider; and

WHEREAS, PROVIDER is willing to provide such services to LEA's eligible students if selected by the parents/guardians of eligible students.

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, it is agreed between the parties as follows:

1. Individual Supplementary Services Agreements

An Individual Supplementary Services Agreement (ISSA) shall be developed by LEA in consultation with parents/guardians and PROVIDER for each LEA eligible student whose parent/guardian elects to receive supplementary services from PROVIDER. Changes in any student's ISSA may only be made with the written consent of LEA in consultation with parents/guardians. PROVIDER, LEA or the parents/guardians may request a review of a student's ISSA. In conjunction with the liaison, the PROVIDER shall insure that all student ISSAs are completed within forty-five (45) days of receipt of student information or by exception based on a mutual written agreement between the LEA and PROVIDER.

Provider shall administer a standards based pre and post test assessment.

PROVIDER shall not unilaterally terminate any ISSA. PROVIDER shall obtain written authorization from LEA before terminating any ISSA.

Parents/guardians shall not be charged for any services rendered under the ISSA unless such services and charges are clearly identified in writing and agreed upon in advance in a writing signed by the parents/guardians. In no event shall the agreed upon charges obligate the LEA financially, nor shall the LEA incur any obligation or expense in excess of the state/federal reimbursement amount. Preliminary allocations indicate a per student rate will be \$799.71 per student, adjustments to this amount may be made pending final notification from the state. PROVIDERS shall receive compensation only for sessions actually attended by LEA students and for supplemental educational services actually provided to LEA students. Providers shall not receive compensation in the event of student absences, regardless of the reason for absence.

2. Incentives and Rewards

Incentives and rewards must be appropriately related to the purpose of the student's *Individual Supplemental Services Agreement* for academic achievement and should reasonably motivate or reward students for achievement of the specific goals of the *Individual Supplemental Services Agreement*. Additionally, the incentive or reward must be directly related to a motivational activity which is part of the provider's plan to facilitate academic achievement. Under no circumstances shall parents/guardians and/or students be given an incentive for enrolling in a specific Supplemental Educational Services Program.

The cost of the incentives and/or rewards must not be exorbitant and must not diminish the effectiveness of the original intent of Supplemental Educational Services set forth in the "*No Child Left behind*" legislation of 2001. Provider will not provide any up-front incentive at over \$2.00 per student to parent or students to encourage signing up for provider's services or to encourage any other student or parent to sign up for provider's services.

3. Parents/Guardianship

For the purpose of the Contract, a parent is the natural or adoptive parent, legal guardian, or a surrogate parent appointed by LEA.

4. Student Records

A student record is defined by State and Federal Law, and essentially is any document prepared or retained by PROVIDER with an individual student's name referenced therein. All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain an access log
(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

delineating date, time, agency, and identity of any individual accessing student records who is not in the direct employ of the PROVIDER. PROVIDER shall not provide access or forward to any other person other than parents/guardians or LEA any student record including student email address without the written consent of the parent/guardian or LEA. PROVIDER agrees to provide access to and copies of student records including assessments, progress reports, samples of student work and end of year student report reflecting percentage of objectives met by the student to LEA and/or the parents/guardians of LEA's student. PROVIDER will also provide LEA with an end of year summary indicating the total number of students that met 95% of their objectives during the period of the contract. No later than thirty (30) days after termination of services PROVIDER shall turn over to LEA all required documents for all Center Unified students in their program.

5. Access by LEA

PROVIDER shall notify LEA of the location and/or any change in location at which it is providing services to LEA's eligible students. It shall allow LEA representatives access to its facilities for periodic monitoring of each student's instructional program and shall be invited to participate in the review of each student's progress by LEA. **Such access shall include unannounced monitoring visits.** LEA representatives shall have ongoing access to observe each student at work, observe the instructional setting, interview PROVIDER, and review each student's progress as well as access to **all student records maintained on site** including the behavior intervention plan, if any.

6. Fingerprints/TB Clearance

In accordance with California Education Code § 45125.1, PROVIDER shall conduct a criminal background check of its employees and/or subcontractors and, upon receipt of those checks, certify to the LEA that no employee and/or subcontractors of PROVIDER working with students of the school district has been convicted of a violent or serious felony as defined by statutes. PROVIDER shall supply LEA with a list of names of those employees and/or subcontractors who are cleared to work with students of the LEA. A fingerprint certification will be required. Additionally all providers will be required to submit a TB clearance for those employed and/or subcontractors who will be working with students.

7. Independent Contractor Status

This agreement is by and between two independent agents and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this agreement.

It is the responsibility of the PROVIDER to insure that all of its employees are informed of all provisions as outlined in this contract prior to working with families/students.

8. Conflict of Interest:

This Agreement is subject to LEA Board Policy 2300 governing conflicts of interest. PROVIDER agrees to furnish to LEA (upon request) a valid copy of the most recently adopted partnership agreements or bylaws of the corporation and also a complete and accurate list of the Governing Board of Directors (or Trustees or Partners) and to timely update said information as changes in such governance occur. PROVIDER shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited to, employment with LEA, including its charter schools.

9. Accident/Incident Report

PROVIDER agrees to submit a written accident report to LEA within five (5) days of an accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

10. Discrimination

PROVIDER shall not discriminate on the basis of race, color, religion, sex, national origin, age, ancestry, ethnicity, gender, sexual orientation, sexual preference or physical or mental disability in employment or operation of its programs.

11. Child Abuse Reporting

PROVIDER assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under California law, including but not limited to, California Education Code § 49370 and California Penal Code § 11166 et seq. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours an accident or incident report to LEA when it becomes aware of circumstances including, but not limited to: allegations of molestation, child abuse, missing children under PROVIDER's supervision.

12. Supplies, Equipment and Facilities

PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a pupil as required in his/her ISSA. A PROVIDER who desires to use District facilities must make a separate application for use of facilities through the District's Use of Facilities procedures. As noted in the "District Use of Facilities" packet, the use of science and computer labs is disallowed.

13. Inspection and Audit

PROVIDER shall provide access to and the LEA shall have the right to examine and audit, upon the LEA's request, all of the records, reports, or other matter relating to the Contract. Fiscal records shall be maintained by PROVIDER for five (5) years and shall be available for audit. Records that no longer need to be retained must be shredded/destroyed in a manner that maintains confidentiality.

14. Indemnification

PROVIDER shall defend, hold harmless, and indemnify LEA and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this agreement.

LEA shall defend, hold harmless and indemnify PROVIDER and its governing board, offices, agents, and employees from all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever resulting from the negligence or intentional acts of LEA, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this agreement.

LEA shall not be liable for acts of the student(s) or the student's parent/guardian, family member, etc.

15. Insurance

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

During the entire term of this agreement and any extension or modification thereof, PROVIDER shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of service(s) by PROVIDER, of at least one million dollars (\$1,000,000.00) for each person and one million dollars (\$1,000,000.00) for all accidents or occurrences for all damages arising out of death, bodily injury, sickness or disease from any one accident or occurrence, and one million dollars (\$1,000,000.00) for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. Not later than the effective date of this agreement, PROVIDER shall provide LEA with satisfactory evidence of insurance, naming LEA as additional certificate holder, including a provision for a twenty (20) calendar day written notice to LEA before cancellation or material change, evidencing the above-specific coverage. The PROVIDER shall at its own cost and expense procedure and maintain insurance under the Worker's Compensation Law of California, if applicable. LEA reserves the right to revise the requirements of this provision at any time. If LEA determines that additional insurance coverage is necessary, LEA will reopen negotiations with PROVIDER to modify the terms of this agreement.

16. Billing Amount

PROVIDER'S hourly rate for services rendered shall be \$ 80.00 per hour. The total amount of services rendered during the term of this contract shall not exceed the final per student allocation as indicated by the state. The student-teacher ratio for this hourly rate will be 1:1 to 5:1 services shall begin within thirty (30) days of the completion of the ISSA.

17. Monthly Invoices

PROVIDER shall comply with all procedures concerning enrollment, contracting, attendance reporting, and billing as specified by LEA.

PROVIDER shall submit to LEA monthly invoices itemized by name/address of student, service provided and actual number of hours for which services were provided, including attendance verification logs signed by parent and/or guardian or computer log-in records. LEA shall not pay for non-attendance of students. Such invoices with amount due shall be submitted within thirty (30) days of the rendering of services. **Invoices and related documents shall be submitted on a form and in the manner prescribed by LEA.** LEA shall process payments to PROVIDER within forty-five (45) days of submission of such invoices, except in those situations identified in Paragraph 18, below.

18. Records of Attendance

PROVIDER shall maintain daily records of student service provided, including the name/address of student, the name of PROVIDER's employee who rendered the service, and the amount of time of such service. PROVIDER shall permit access to and/or a copy of such records to LEA upon request. Parent shall receive a copy of the monthly attendance log.

19. Right to Withhold

LEA may withhold payment to PROVIDER, on ten (10) working days written notice of such withholding, when in the opinion of the LEA:

- a. PROVIDER's performance, in whole or in part, either has not been carried out or is insufficiently documented.
- b. PROVIDER has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.
- c. PROVIDER has failed to submit the invoice in a timely manner.

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

If LEA gives notice of intent to withhold, PROVIDER shall have fourteen (14) days from the date of receipt of said notice to correct such deficiency. Provider may submit a written extension to correct the deficiencies and/or may invoke the dispute resolution provision herein. LEA shall process submitted re-billing invoices to PROVIDER within forty-five (45) days of submission of such invoices.

20. Modifications and Amendments:

This Contract may be modified or amended only by a written document signed by authorized representatives of PROVIDER and LEA. No change in this Contract or in the ISSA shall result in a LEA financial obligation to PROVIDER in excess of the State/Federal reimbursement rate per student per year to the LEA.

21. Disputes

Disputes between LEA and PROVIDER concerning the meaning, requirements or performance of this contract shall be submitted in writing to the Superintendent of the Center Joint Unified School District. The determination of the LEA's Superintendent shall be made in writing and shall be binding on both parties.

22. Subcontract and Assignment

PROVIDER shall not subcontract or assign any of the work contemplated under this Contract without first obtaining written approval from the LEA. Such approval shall be attached and made part of this Contract. Subcontracts or assignments may be entered into only with providers certified by the California Department of Education.

Any sub-contractor or assignee shall be bound by all of the terms of this Contract, including the insurance and indemnification provisions, and it shall be PROVIDER'S responsibility to obtain the agreement of subcontractor/assignee to comply with all terms contained herein.

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- a. This agreement may be terminated by LEA or PROVIDER at any time, as provided herein. PROVIDER's exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing ISSA's.
- b. To terminate this Contract, either party shall give twenty (20) calendar days written notice prior to the date of the termination. Upon termination without default of PROVIDER, LEA shall pay, without duplication, for all services satisfactorily performed to date of termination.
- c. In consideration of this payment, PROVIDER waives all rights to any further payment or damage. Upon termination, PROVIDER shall turn over to LEA all student records in its possession generated as a result of services rendered under this Contract, possessed by PROVIDER or under its control at the time of termination.
- d. An Individual Supplementary Services Agreement may be terminated by PROVIDER only upon consent of the LEA. An ISSA shall terminate if the student ceases to be enrolled in the District. Upon termination under this paragraph, final payment from LEA will be calculated based upon a pro-rata calculation of total services agreed-upon in the ISSA for which the LEA is responsible for payment, divided by that portion of services actually rendered.
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each contact the parent of a student who does not attend prior to terminating the student's participation in the SES program.

24. Compliance with Laws

During the term of this agreement, PROVIDER shall comply with all applicable federal, State Board of Education, and local statutes, laws ordinances, rules and regulations relating to the provision of supplementary services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

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This Agreement constitutes the entire agreement between LEA and PROVIDER and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated.

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The terms and conditions of this agreement shall be governed by the laws of the state of California with venue in Sacramento County, California.

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Categorical Programs and Grants
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8408 Watt Avenue
Antelope, CA 95843

For PROVIDER: A+ Educational Center
29752 Baden Place
Malibu, CA 90265

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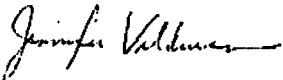
29. **Authorized Representative**


The persons signing this Contract certify they are the authorized representatives of the respective parties, and are authorized to sign this document. Services are limited to the per student allocation determined by the district.

The parties hereto have executed this agreement by and through their duly authorized agents or representatives. This contract is effective October 16, 2014, and terminates at 5:00 p.m. on May 28, 2015, unless sooner terminated as provided herein.

FED ID: 03 0552896

PROVIDER: A + Educational Centers CENTER JOINT UNIFIED SCHOOL DISTRICT:

BY: 
Jennifer Valdman, Director
Founder/Chairperson

BY: 
Tammy Bailey
Coordinator State and Federal Programs

APPROVED AS TO FORM: _____
General Counsel
Legal Services
Center Joint Unified School District

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)



Established 1858

Center Joint Unified School District

Instructional Services

8408 Watt Avenue • Antelope, CA 98843-9116
(916) 338-6320 • Fax (916) 338-6329

BOARD OF TRUSTEES

Nancy Anderson
Jeremy Hunt
Kelly Kelley
Delrae M. Pope
Donald E. Wilson

SUPERINTENDENT

Scott A. Loehr

Date: October 3, 2014

From: Tami JBeily
Coordinator of Federal & State Programs

To: SES Providers

I am sending the below information as an addendum to the CJUSD Master Contract for your review and understanding.

Signed SES Provider contracts and addendum must be signed and returned via email, Attn: Paula Robinson at probinson@centerusd.org no later than Monday, October 6, 2014.

Contracts will be approved by the CJUSD Board of Trustees at the October 15, 2014 Board Meeting. SES providers will be notified by email that the CJUSD Board has approved the contract. Student lists will be provided as an attachment to the notification email. Services must start within 14 calendar days from the date the SES provider is notified of board approval. If services do not begin within 14 calendar days, CJUSD will cancel the contract and will reassign students to another SES provider.

Only the parents or guardian of student may complete Application for SES services. Application must be an original parent signature, not a copy. For verification purposes, parent signatures on SES applications will be compared to parent signatures on school registration packets. Should signatures not match, the CJUSD contract with SES provider will be cancelled, all students under the contract will be reassigned and SES provider will be reported to CDE.

SES Providers will not be paid for services if an ISSA is submitted incomplete or not at all. ISSA must include parent and student signatures.

I hereby acknowledge receipt of said contract and the above revisions and send this letter of acknowledgment.

Jennifer Valdman, Director

10/6/2014

Printed Name/Title

Date

Signature

A + Educational Centers
SES Provider

**CENTER JOINT UNIFIED SCHOOL DISTRICT
STATE AND FEDERAL PROGRAMS**

MASTER CONTRACT

TITLE I – SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDERS

THIS MASTER CONTRACT ("Contract") is made and entered into on October 16, 2014, between the Center Joint Unified School District (hereinafter referred to as "LEA" [local educational agency] or "District"), a public school district duly operating under the laws of the State of California, and A Better Tomorrow Education] 14241 E. Firestone Blvd., Suite 200, La Mirada, CA 90638, 888-968-2283, and 562-926-3755, Fax 866-205-0891 the supplementary service provider (hereinafter referred to as "PROVIDER") for the purpose of providing supplementary services to eligible LEA students. "Eligible students" are those students identified by the District who meet specific requirements under Title I.

WHEREAS, the LEA is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, the LEA is in need of such special services and advice;

WHEREAS, PROVIDER is specially trained and experienced and competent to perform the special services required by the LEA, and such services are needed on a limited basis;

WHEREAS, the No Child Left Behind Act, 20 U.S.C. Section 1116(e)(3)(A) outlines the requirements for supplemental educational services;

WHEREAS, Section 6316(e)(3) contains the following requirements:

- a. Requires the LEA to develop, in consultation with a school representative, parents (and the provider chosen by parents), a statement of specific measurable achievement goals which are based upon the student's area of need as identified from the California standards assessments; how the student's progress will be measured, and a timetable for improving achievement, in the case of a student with disabilities, is consistent with the student's IEP;
- b. Requires a description of how and when the PROVIDER will regularly inform, in accordance with the ISSA (Individual Supplemental Services Agreement), the student's parent, school liaison and LEA of the student's progress toward achievement of the agreed upon measurable goals;
- c. Requires a provision for the termination of the agreement if the provider is unable to meet the goals and timetables required;
- d. Requires provisions with respect to the making payment to the provider by the LEA;
- e. Prohibits the provider from disclosing to the public the identity of any student eligible for, or receiving supplemental services without the written permission of the parent of such student;

WHEREAS, PROVIDER has been approved by the California State Department of Education and has met the qualifications to be certified as a supplementary service provider; and

WHEREAS, PROVIDER is willing to provide such services to LEA's eligible students if selected by the parents/guardians of eligible students.

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An Individual Supplementary Services Agreement (ISSA) shall be developed by LEA in consultation with parents/guardians and PROVIDER for each LEA eligible student whose parent/guardian elects to receive supplementary services from PROVIDER. Changes in any student's ISSA may only be made with the written consent of LEA in consultation with parents/guardians. PROVIDER, LEA or the parents/guardians may request a review of a student's ISSA. In conjunction with the liaison, the PROVIDER shall insure that all student ISSAs are completed within forty-five (45) days of receipt of student information or by exception based on a mutual written agreement between the LEA and PROVIDER.

Provider shall administer a standards based pre and post test assessment.

PROVIDER shall not unilaterally terminate any ISSA. PROVIDER shall obtain written authorization from LEA before terminating any ISSA.

Parents/guardians shall not be charged for any services rendered under the ISSA unless such services and charges are clearly identified in writing and agreed upon in advance in a writing signed by the parents/guardians. In no event shall the agreed upon charges obligate the LEA financially, nor shall the LEA incur any obligation or expense in excess of the state/federal reimbursement amount. Preliminary allocations indicate a per student rate will be **\$799.71 per student**, adjustments to this amount may be made pending final notification from the state. PROVIDERS shall receive compensation only for sessions actually attended by LEA students and for supplemental educational services actually provided to LEA students. Providers shall not receive compensation in the event of student absences, regardless of the reason for absence.

2. Incentives and Rewards

Incentives and rewards must be appropriately related to the purpose of the student's *Individual Supplemental Services Agreement* for academic achievement and should reasonably motivate or reward students for achievement of the specific goals of the *Individual Supplemental Services Agreement*. Additionally, the incentive or reward must be directly related to a motivational activity which is part of the provider's plan to facilitate academic achievement. Under no circumstances shall parents/guardians and/or students be given an incentive for enrolling in a specific Supplemental Educational Services Program.

The cost of the incentives and/or rewards must not be exorbitant and must not diminish the effectiveness of the original intent of Supplemental Educational Services set forth in the "*No Child Left behind*" legislation of 2001. Provider will not provide any up-front incentive at over \$2.00 per student to parent or students to encourage signing up for provider's services or to encourage any other student or parent to sign up for provider's services.

3. Parents/Guardianship

For the purpose of the Contract, a parent is the natural or adoptive parent, legal guardian, or a surrogate parent appointed by LEA.

4. Student Records

A student record is defined by State and Federal Law, and essentially is any document prepared or retained by PROVIDER with an individual student's name referenced therein. All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain an access log
(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

delineating date, time, agency, and identity of any individual accessing student records who is not in the direct employ of the PROVIDER. PROVIDER shall not provide access or forward to any other person other than parents/guardians or LEA any student record including student email address without the written consent of the parent/guardian or LEA. PROVIDER agrees to provide access to and copies of student records including assessments, progress reports, samples of student work and end of year student report reflecting percentage of objectives met by the student to LEA and/or the parents/guardians of LEA's student. PROVIDER will also provide LEA with an end of year summary indicating the total number of students that met 95% of their objectives during the period of the contract. No later than thirty (30) days after termination of services PROVIDER shall turn over to LEA all required documents for all Center Unified students in their program.

5. Access by LEA

PROVIDER shall notify LEA of the location and/or any change in location at which it is providing services to LEA's eligible students. It shall allow LEA representatives access to its facilities for periodic monitoring of each student's instructional program and shall be invited to participate in the review of each student's progress by LEA. Such access shall include unannounced monitoring visits. LEA representatives shall have ongoing access to observe each student at work, observe the instructional setting, interview PROVIDER, and review each student's progress as well as access to all student records maintained on site including the behavior intervention plan, if any.

6. Fingerprints/TB Clearance

In accordance with California Education Code § 45125.1, PROVIDER shall conduct a criminal background check of its employees and/or subcontractors and, upon receipt of those checks, certify to the LEA that no employee and/or subcontractors of PROVIDER working with students of the school district has been convicted of a violent or serious felony as defined by statutes. PROVIDER shall supply LEA with a list of names of those employees and/or subcontractors who are cleared to work with students of the LEA. A fingerprint certification will be required. Additionally all providers will be required to submit a TB clearance for those employed and/or subcontractors who will be working with students.

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This agreement is by and between two independent agents and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this agreement.

It is the responsibility of the PROVIDER to insure that all of its employees are informed of all provisions as outlined in this contract prior to working with families/students.

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This Agreement is subject to LEA Board Policy 2300 governing conflicts of interest. PROVIDER agrees to furnish to LEA (upon request) a valid copy of the most recently adopted partnership agreements or bylaws of the corporation and also a complete and accurate list of the Governing Board of Directors (or Trustees or Partners) and to timely update said information as changes in such governance occur. PROVIDER shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited, to employment with LEA, including its charter schools.

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PROVIDER agrees to submit a written accident report to LEA within five (5) days of an accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

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PROVIDER shall not discriminate on the basis of race, color, religion, sex, national origin, age, ancestry, ethnicity, gender, sexual orientation, sexual preference or physical or mental disability in employment or operation of its programs.

11. Child Abuse Reporting

PROVIDER assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under California law, including but not limited to, California Education Code § 49370 and California Penal Code § 11166 et seq. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours an accident or incident report to LEA when it becomes aware of circumstances including, but not limited to: allegations of molestation, child abuse, missing children under PROVIDER's supervision.

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PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a pupil as required in his/her ISSA. A PROVIDER who desires to use District facilities must make a separate application for use of facilities through the District's Use of Facilities procedures. As noted in the "District Use of Facilities" packet, the use of science and computer labs is disallowed.

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PROVIDER shall provide access to and the LEA shall have the right to examine and audit, upon the LEA's request, all of the records, reports, or other matter relating to the Contract. Fiscal records shall be maintained by PROVIDER for five (5) years and shall be available for audit. Records that no longer need to be retained must be shredded/destroyed in a manner that maintains confidentiality.

14. Indemnification

PROVIDER shall defend, hold harmless, and indemnify LEA and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this agreement.

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LEA shall not be liable for acts of the student(s) or the student's parent/guardian, family member, etc.

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(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

During the entire term of this agreement and any extension or modification thereof, PROVIDER shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of service(s) by PROVIDER, of at least one million dollars (\$1,000,000.00) for each person and one million dollars (\$1,000,000.00) for all accidents or occurrences for all damages arising out of death, bodily injury, sickness or disease from any one accident or occurrence, and one million dollars (\$1,000,000.00) for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. Not later than the effective date of this agreement, PROVIDER shall provide LEA with satisfactory evidence of insurance, naming LEA as additional certificate holder, including a provision for a twenty (20) calendar day written notice to LEA before cancellation or material change, evidencing the above-specific coverage. The PROVIDER shall at its own cost and expense procedure and maintain insurance under the Worker's Compensation Law of California, if applicable. LEA reserves the right to revise the requirements of this provision at any time. If LEA determines that additional insurance coverage is necessary, LEA will reopen negotiations with PROVIDER to modify the terms of this agreement.

16. Billing Amount

PROVIDER'S hourly rate for services rendered shall be \$ 40.00 per hour. The total amount of services rendered during the term of this contract shall not exceed the final per student allocation as indicated by the state. The student-teacher ratio for this hourly rate will be 1:1 services shall begin within thirty (30) days of the completion of the ISSA.

17. Monthly Invoices

PROVIDER shall comply with all procedures concerning enrollment, contracting, attendance reporting, and billing as specified by LEA.

PROVIDER shall submit to LEA monthly invoices itemized by name/address of student, service provided and actual number of hours for which services were provided, including attendance verification logs signed by parent and/or guardian or computer log-in records. LEA shall not pay for non-attendance of students. Such invoices with amount due shall be submitted within thirty (30) days of the rendering of services. Invoices and related documents shall be submitted on a form and in the manner prescribed by LEA. LEA shall process payments to PROVIDER within forty-five (45) days of submission of such invoices, except in those situations identified in Paragraph 18, below.

18. Records of Attendance

PROVIDER shall maintain daily records of student service provided, including the name/address of student, the name of PROVIDER's employee who rendered the service, and the amount of time of such service. PROVIDER shall permit access to and/or a copy of such records to LEA upon request. Parent shall receive a copy of the monthly attendance log.

19. Right to Withhold

LEA may withhold payment to PROVIDER, on ten (10) working days written notice of such withholding, when in the opinion of the LEA:

- a. PROVIDER's performance, in whole or in part, either has not been carried out or is insufficiently documented.
- b. PROVIDER has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.
- c. PROVIDER has failed to submit the invoice in a timely manner.

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

If LEA gives notice of intent to withhold, PROVIDER shall have fourteen (14) days from the date of receipt of said notice to correct such deficiency. Provider may submit a written extension to correct the deficiencies and/or may invoke the dispute resolution provision herein. LEA shall process submitted re-billing invoices to PROVIDER within forty-five (45) days of submission of such invoices.

20. Modifications and Amendments:

This Contract may be modified or amended only by a written document signed by authorized representatives of PROVIDER and LEA. No change in this Contract or in the ISSA shall result in a LEA financial obligation to PROVIDER in excess of the State/Federal reimbursement rate per student per year to the LEA.

21. Disputes

Disputes between LEA and PROVIDER concerning the meaning, requirements or performance of this contract shall be submitted in writing to the Superintendent of the Center Joint Unified School District. The determination of the LEA's Superintendent shall be made in writing and shall be binding on both parties.

22. Subcontract and Assignment

PROVIDER shall not subcontract or assign any of the work contemplated under this Contract without first obtaining written approval from the LEA. Such approval shall be attached and made part of this Contract. Subcontracts or assignments may be entered into only with providers certified by the California Department of Education.

Any sub-contractor or assignee shall be bound by all of the terms of this Contract, including the insurance and indemnification provisions, and it shall be PROVIDER'S responsibility to obtain the agreement of subcontractor/assignee to comply with all terms contained herein.

23. Termination

- a. This agreement may be terminated by LEA or PROVIDER at any time, as provided herein. PROVIDER's exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing ISSA's.
- b. To terminate this Contract, either party shall give twenty (20) calendar days written notice prior to the date of the termination. Upon termination without default of PROVIDER, LEA shall pay, without duplication, for all services satisfactorily performed to date of termination.
- c. In consideration of this payment, PROVIDER waives all rights to any further payment or damage. Upon termination, PROVIDER shall turn over to LEA all student records in its possession generated as a result of services rendered under this Contract, possessed by PROVIDER or under its control at the time of termination.
- d. An Individual Supplementary Services Agreement may be terminated by PROVIDER only upon consent of the LEA. An ISSA shall terminate if the student ceases to be enrolled in the District. Upon termination under this paragraph, final payment from LEA will be calculated based upon a pro-rata calculation of total services agreed-upon in the ISSA for which the LEA is responsible for payment, divided by that portion of services actually rendered.
- e. The PROVIDER must provide the LEA with written documentation of termination of services for any student within 7 days. LEA will be provided with the specifics as to why a student who has chosen said PROVIDER is not receiving services from the PROVIDER. The district and the provider will
(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

each contact the parent of a student who does not attend prior to terminating the student's participation in the SES program.

24. Compliance with Laws

During the term of this agreement, PROVIDER shall comply with all applicable federal, State Board of Education, and local statutes, laws ordinances, rules and regulations relating to the provision of supplementary services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

25. Entire Agreement

This Agreement constitutes the entire agreement between LEA and PROVIDER and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated.

26. Governing Law

The terms and conditions of this agreement shall be governed by the laws of the state of California with venue in Sacramento County, California.

27. Severability Clause

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

28. Notices

Notices required under this Contract shall be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

For the LEA: Tami J Beily, Coordinator
 Categorical Programs and Grants
 Center Joint Unified School District
 8408 Watt Avenue
 Antelope, CA 95843

For PROVIDER: **A Better Tomorrow Education**
 14241 E. Firestone Blvd., #200
 La Mirada, CA 90638

29. Authorized Representative

The persons signing this Contract certify they are the authorized representatives of the respective parties, and are authorized to sign this document. Services are limited to the per student allocation determined by the district.

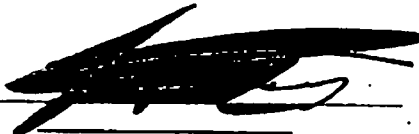
The parties hereto have executed this agreement by and through their duly authorized agents or representatives. This contract is effective October 16, 2014, and terminates at 5:00 p.m. on May 28, 2015, unless sooner terminated as provided herein.

FED ID: 461239658

PROVIDER: A Better Tomorrow Education

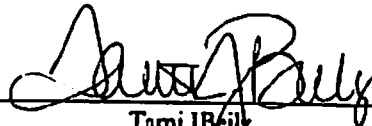
CENTER JOINT UNIFIED SCHOOL DISTRICT:

BY: _____



Founder/Chairperson

BY: _____



Tami J. Beilly,
Coordinator State and Federal Programs

APPROVED AS TO FORM: _____

General Counsel

Legal Services

Center Joint Unified School District

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)



Established 1858

Center Joint Unified School District

Instructional Services

8408 Watt Avenue • Antelope, CA 98843-9116
(916) 338-6320 • Fax (916) 338-6329

BOARD OF TRUSTEES

Nancy Anderson
Jeremy Hunt
Kelly Kelley
Delrae M. Pope
Donald E. Wilson

SUPERINTENDENT

Scott A. Loehr

Date: October 3, 2014

From: Tami JBeily
Coordinator of Federal & State Programs

To: SES Providers

I am sending the below information as an addendum to the CJUSD Master Contract for your review and understanding.

Signed SES Provider contracts and addendum must be signed and returned via email, Attn: Paula Robinson at probinson@centerusd.org no later than Monday, October 6, 2014.

Contracts will be approved by the CJUSD Board of Trustees at the October 15, 2014 Board Meeting. SES providers will be notified by email that the CJUSD Board has approved the contract. Student lists will be provided as an attachment to the notification email. Services must start within 14 calendar days from the date the SES provider is notified of board approval. If services do not begin within 14 calendar days, CJUSD will cancel the contract and will reassign students to another SES provider.

Only the parents or guardian of student may complete Application for SES services. Application must be an original parent signature, not a copy. For verification purposes, parent signatures on SES applications will be compared to parent signatures on school registration packets. Should signatures not match, the CJUSD contract with SES provider will be cancelled, all students under the contract will be reassigned and SES provider will be reported to CDE.

SES Providers will not be paid for services if an ISSA is submitted incomplete or not at all. ISSA must include parent and student signatures.

I hereby acknowledge receipt of said contract and the above revisions and send this letter of acknowledgment.

Hario L. Vasquez/ CEO

Printed Name/Title

October 6, 2014

Date

Signature

A Better Tomorrow Education

SES Provider

**CENTER JOINT UNIFIED SCHOOL DISTRICT
STATE AND FEDERAL PROGRAMS**

MASTER CONTRACT

TITLE I – SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDERS

THIS MASTER CONTRACT ("Contract") is made and entered into on October 16, 2014, between the Center Joint Unified School District (hereinafter referred to as "LEA" [local educational agency] or "District"), a public school district duly operating under the laws of the State of California, and A Tree of Knowledge Educational Services, Inc., 10600 Sepulveda Blvd., Ste. 107, Mission Hills, CA 91345, 866-698-6537, Fax 818-361-3200 the supplementary service provider (hereinafter referred to as "PROVIDER") for the purpose of providing supplementary services to eligible LEA students. "Eligible students" are those students identified by the District who meet specific requirements under Title I.

WHEREAS, the LEA is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, the LEA is in need of such special services and advice;

WHEREAS, PROVIDER is specially trained and experienced and competent to perform the special services required by the LEA, and such services are needed on a limited basis;

WHEREAS, the No Child Left Behind Act, 20 U.S.C. Section 1116(e)(3)(A) outlines the requirements for supplemental educational services;

WHEREAS, Section 6316(e)(3) contains the following requirements:

- a. Requires the LEA to develop, in consultation with a school representative, parents (and the provider chosen by parents), a statement of specific measurable achievement goals which are based upon the student's area of need as identified from the California standards assessments; how the student's progress will be measured, and a timetable for improving achievement, in the case of a student with disabilities, is consistent with the student's IEP;
- b. Requires a description of how and when the PROVIDER will regularly inform, in accordance with the ISSA (Individual Supplemental Services Agreement), the student's parent, school liaison and LEA of the student's progress toward achievement of the agreed upon measurable goals;
- c. Requires a provision for the termination of the agreement if the provider is unable to meet the goals and timetables required;
- d. Requires provisions with respect to the making payment to the provider by the LEA;
- e. Prohibits the provider from disclosing to the public the identity of any student eligible for, or receiving supplemental services without the written permission of the parent of such student;

WHEREAS, PROVIDER has been approved by the California State Department of Education and has met the qualifications to be certified as a supplementary service provider; and

WHEREAS, PROVIDER is willing to provide such services to LEA's eligible students if selected by the parents/guardians of eligible students.

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, it is
agreed between the parties as follows:

1. Individual Supplementary Services Agreements

An Individual Supplementary Services Agreement (ISSA) shall be developed by LEA in consultation with parents/guardians and PROVIDER for each LEA eligible student whose parent/guardian elects to receive supplementary services from PROVIDER. Changes in any student's ISSA may only be made with the written consent of LEA in consultation with parents/guardians. PROVIDER, LEA or the parents/guardians may request a review of a student's ISSA. In conjunction with the liaison, the PROVIDER shall insure that all student ISSAs are completed within forty-five (45) days of receipt of student information or by exception based on a mutual written agreement between the LEA and PROVIDER.

Provider shall administer a standards based pre and post test assessment.

PROVIDER shall not unilaterally terminate any ISSA. PROVIDER shall obtain written authorization from LEA before terminating any ISSA.

Parents/guardians shall not be charged for any services rendered under the ISSA unless such services and charges are clearly identified in writing and agreed upon in advance in a writing signed by the parents/guardians. In no event shall the agreed upon charges obligate the LEA financially, nor shall the LEA incur any obligation or expense in excess of the state/federal reimbursement amount. Preliminary allocations indicate a per student rate will be \$799.71 per student, adjustments to this amount may be made pending final notification from the state. PROVIDERS shall receive compensation only for sessions actually attended by LEA students and for supplemental educational services actually provided to LEA students. Providers shall not receive compensation in the event of student absences, regardless of the reason for absence.

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The cost of the incentives and/or rewards must not be exorbitant and must not diminish the effectiveness of the original intent of Supplemental Educational Services set forth in the "*No Child Left behind*" legislation of 2001. Provider will not provide any up-front incentive at over \$2.00 per student to parent or students to encourage signing up for provider's services or to encourage any other student or parent to sign up for provider's services.

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For the purpose of the Contract, a parent is the natural or adoptive parent, legal guardian, or a surrogate parent appointed by LEA.

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delineating date, time, agency, and identity of any individual accessing student records who is not in the direct employ of the PROVIDER. PROVIDER shall not provide access or forward to any other person other than parents/guardians or LEA any student record including student email address without the written consent of the parent/guardian or LEA. PROVIDER agrees to provide access to and copies of student records including assessments, progress reports, samples of student work and end of year student report reflecting percentage of objectives met by the student to LEA and/or the parents/guardians of LEA's student. PROVIDER will also provide LEA with an end of year summary indicating the total number of students that met 95% of their objectives during the period of the contract. No later than thirty (30) days after termination of services PROVIDER shall turn over to LEA all required documents for all Center Unified students in their program.

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PROVIDER shall defend, hold harmless, and indemnify LEA and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this agreement.

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(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

During the entire term of this agreement and any extension or modification thereof, PROVIDER shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of service(s) by PROVIDER, of at least one million dollars (\$1,000,000.00) for each person and one million dollars (\$1,000,000.00) for all accidents or occurrences for all damages arising out of death, bodily injury, sickness or disease from any one accident or occurrence, and one million dollars (\$1,000,000.00) for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. Not later than the effective date of this agreement, PROVIDER shall provide LEA with satisfactory evidence of insurance, naming LEA as additional certificate holder, including a provision for a twenty (20) calendar day written notice to LEA before cancellation or material change, evidencing the above-specific coverage. The PROVIDER shall at its own cost and expense procedure and maintain insurance under the Worker's Compensation Law of California, if applicable. LEA reserves the right to revise the requirements of this provision at any time. If LEA determines that additional insurance coverage is necessary, LEA will reopen negotiations with PROVIDER to modify the terms of this agreement.

16. Billing Amount

PROVIDER'S hourly rate for services rendered shall be \$ 65.00 per hour. The total amount of services rendered during the term of this contract shall not exceed the final per student allocation as indicated by the state. The student-teacher ratio for this hourly rate will be 1:1 to 10:1 services shall begin within thirty (30) days of the completion of the ISSA.

17. Monthly Invoices

PROVIDER shall comply with all procedures concerning enrollment, contracting, attendance reporting, and billing as specified by LEA.

PROVIDER shall submit to LEA monthly invoices itemized by name/address of student, service provided and actual number of hours for which services were provided, including attendance verification logs signed by parent and/or guardian or computer log-in records. LEA shall not pay for non-attendance of students. Such invoices with amount due shall be submitted within thirty (30) days of the rendering of services. Invoices and related documents shall be submitted on a form and in the manner prescribed by LEA. LEA shall process payments to PROVIDER within forty-five (45) days of submission of such invoices, except in those situations identified in Paragraph 18, below.

18. Records of Attendance

PROVIDER shall maintain daily records of student service provided, including the name/address of student, the name of PROVIDER's employee who rendered the service, and the amount of time of such service. PROVIDER shall permit access to and/or a copy of such records to LEA upon request. Parent shall receive a copy of the monthly attendance log.

19. Right to Withhold

LEA may withhold payment to PROVIDER, on ten (10) working days written notice of such withholding, when in the opinion of the LEA:

- a. PROVIDER's performance, in whole or in part, either has not been carried out or is insufficiently documented.
- b. PROVIDER has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.
- c. PROVIDER has failed to submit the invoice in a timely manner.

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

If LEA gives notice of intent to withhold, PROVIDER shall have fourteen (14) days from the date of receipt of said notice to correct such deficiency. Provider may submit a written extension to correct the deficiencies and/or may invoke the dispute resolution provision herein. LEA shall process submitted re-billing invoices to PROVIDER within forty-five (45) days of submission of such invoices.

20. Modifications and Amendments:

This Contract may be modified or amended only by a written document signed by authorized representatives of PROVIDER and LEA. No change in this Contract or in the ISSA shall result in a LEA financial obligation to PROVIDER in excess of the State/Federal reimbursement rate per student per year to the LEA.

21. Disputes

Disputes between LEA and PROVIDER concerning the meaning, requirements or performance of this contract shall be submitted in writing to the Superintendent of the Center Joint Unified School District. The determination of the LEA's Superintendent shall be made in writing and shall be binding on both parties.

22. Subcontract and Assignment

PROVIDER shall not subcontract or assign any of the work contemplated under this Contract without first obtaining written approval from the LEA. Such approval shall be attached and made part of this Contract. Subcontracts or assignments may be entered into only with providers certified by the California Department of Education.

Any sub-contractor or assignee shall be bound by all of the terms of this Contract, including the insurance and indemnification provisions, and it shall be PROVIDER'S responsibility to obtain the agreement of subcontractor/assignee to comply with all terms contained herein.

23. Termination

- a. This agreement may be terminated by LEA or PROVIDER at any time, as provided herein. PROVIDER's exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing ISSA's.
- b. To terminate this Contract, either party shall give twenty (20) calendar days written notice prior to the date of the termination. Upon termination without default of PROVIDER, LEA shall pay, without duplication, for all services satisfactorily performed to date of termination.
- c. In consideration of this payment, PROVIDER waives all rights to any further payment or damage. Upon termination, PROVIDER shall turn over to LEA all student records in its possession generated as a result of services rendered under this Contract, possessed by PROVIDER or under its control at the time of termination.
- d. An Individual Supplementary Services Agreement may be terminated by PROVIDER only upon consent of the LEA. An ISSA shall terminate if the student ceases to be enrolled in the District. Upon termination under this paragraph, final payment from LEA will be calculated based upon a pro-rata calculation of total services agreed-upon in the ISSA for which the LEA is responsible for payment, divided by that portion of services actually rendered.
- e. The PROVIDER must provide the LEA with written documentation of termination of services for any student within 7 days. LEA will be provided with the specifics as to why a student who has chosen said PROVIDER is not receiving services from the PROVIDER. The district and the provider will
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each contact the parent of a student who does not attend prior to terminating the student's participation in the SES program.

24. Compliance with Laws

During the term of this agreement, PROVIDER shall comply with all applicable federal, State Board of Education, and local statutes, laws ordinances, rules and regulations relating to the provision of supplementary services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

25. Entire Agreement

This Agreement constitutes the entire agreement between LEA and PROVIDER and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated.

26. Governing Law

The terms and conditions of this agreement shall be governed by the laws of the state of California with venue in Sacramento County, California.

27. Severability Clause

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

28. Notices

Notices required under this Contract shall be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

For the LEA: Tami JBeily, Coordinator
 Categorical Programs and Grants
 Center Joint Unified School District
 8408 Watt Avenue
 Antelope, CA 95843

For PROVIDER: **A Tree of Knowledge Educational Services, Inc]**
 10600 Sepulveda Blvd., Ste. 107
 Mission Hills, CA, 91345

29. **Authorized Representative**

The persons signing this Contract certify they are the authorized representatives of the respective parties, and are authorized to sign this document. Services are limited to the per student allocation determined by the district.

The parties hereto have executed this agreement by and through their duly authorized agents or representatives. This contract is effective October 16, 2014, and terminates at 5:00 p.m. on May 28, 2015, unless sooner terminated as provided herein.

FED ID: 20 5554674

PROVIDER:

CENTER JOINT UNIFIED SCHOOL DISTRICT:

BY: _____



Founder/Chairperson

Brandon Edwards, President

BY: _____


Tami J Bedy
Coordinator State and Federal Programs

APPROVED AS TO FORM: _____

General Counsel

Legal Services

Center Joint Unified School District

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)



Established 1858

Center Joint Unified School District

Instructional Services

8408 Watt Avenue • Antelope, CA 98843-9116
(916) 338-6320 • Fax (916) 338-6329

BOARD OF TRUSTEES

Nancy Anderson
Jeremy Hunt
Kelly Kelley
Delrae M. Pope
Donald E. Wilson

SUPERINTENDENT

Scott A. Loehr.

Date: October 3, 2014

From: Tami JBeily
Coordinator of Federal & State Programs

To: SES Providers

I am sending the below information as an addendum to the CJUSD Master Contract for your review and understanding.

Signed SES Provider contracts and addendum must be signed and returned via email, Attn: Paula Robinson at probinson@centerusd.org no later than Monday, October 6, 2014.

Contracts will be approved by the CJUSD Board of Trustees at the October 15, 2014 Board Meeting. SES providers will be notified by email that the CJUSD Board has approved the contract. Student lists will be provided as an attachment to the notification email. Services must start within 14 calendar days from the date the SES provider is notified of board approval. If services do not begin within 14 calendar days, CJUSD will cancel the contract and will reassign students to another SES provider.

Only the parents or guardian of student may complete Application for SES services. Application must be an original parent signature, not a copy. For verification purposes, parent signatures on SES applications will be compared to parent signatures on school registration packets. Should signatures not match, the CJUSD contract with SES provider will be cancelled, all students under the contract will be reassigned and SES provider will be reported to CDE.

SES Providers will not be paid for services if an ISSA is submitted incomplete or not at all. ISSA must include parent and student signatures.

I hereby acknowledge receipt of said contract and the above revisions and send this letter of acknowledgment.

Brandon Edwards, President

October 3, 2014

Printed Name/Title

Date

Signature

A Tree of Knowledge

SES Provider

**CENTER JOINT UNIFIED SCHOOL DISTRICT
STATE AND FEDERAL PROGRAMS**

MASTER CONTRACT

TITLE I – SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDERS

THIS MASTER CONTRACT ("Contract") is made and entered into on October 16, 2014, between the Center Joint Unified School District (hereinafter referred to as "LEA" [local educational agency] or "District"), a public school district duly operating under the laws of the State of California, and Academic Tutoring Services, Inc., 1500 Palma Drive, Ste. 285, Ventura, CA 93003, 805-351-3762, Fax 805-262-6263 the supplementary service provider (hereinafter referred to as "PROVIDER") for the purpose of providing supplementary services to eligible LEA students. "Eligible students" are those students identified by the District who meet specific requirements under Title I.

WHEREAS, the LEA is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, the LEA is in need of such special services and advice;

WHEREAS, PROVIDER is specially trained and experienced and competent to perform the special services required by the LEA, and such services are needed on a limited basis;

WHEREAS, the No Child Left Behind Act, 20 U.S.C. Section 1116(e)(3)(A) outlines the requirements for supplemental educational services;

WHEREAS, Section 6316(e)(3) contains the following requirements:

- a. Requires the LEA to develop, in consultation with a school representative, parents (and the provider chosen by parents), a statement of specific measurable achievement goals which are based upon the student's area of need as identified from the California standards assessments; how the student's progress will be measured, and a timetable for improving achievement, in the case of a student with disabilities, is consistent with the student's IEP;
- b. Requires a description of how and when the PROVIDER will regularly inform, in accordance with the ISSA (Individual Supplemental Services Agreement), the student's parent, school liaison and LEA of the student's progress toward achievement of the agreed upon measurable goals;
- c. Requires a provision for the termination of the agreement if the provider is unable to meet the goals and timetables required;
- d. Requires provisions with respect to the making payment to the provider by the LEA;
- e. Prohibits the provider from disclosing to the public the identity of any student eligible for, or receiving supplemental services without the written permission of the parent of such student;

WHEREAS, PROVIDER has been approved by the California State Department of Education and has met the qualifications to be certified as a supplementary service provider; and

WHEREAS, PROVIDER is willing to provide such services to LEA's eligible students if selected by the parents/guardians of eligible students.

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, it is agreed between the parties as follows:

1. Individual Supplementary Services Agreements

An Individual Supplementary Services Agreement (ISSA) shall be developed by LEA in consultation with parents/guardians and PROVIDER for each LEA eligible student whose parent/guardian elects to receive supplementary services from PROVIDER. Changes in any student's ISSA may only be made with the written consent of LEA in consultation with parents/guardians. PROVIDER, LEA or the parents/guardians may request a review of a student's ISSA. In conjunction with the liaison, the PROVIDER shall insure that all student ISSAs are completed within forty-five (45) days of receipt of student information or by exception based on a mutual written agreement between the LEA and PROVIDER.

Provider shall administer a standards based pre and post test assessment.

PROVIDER shall not unilaterally terminate any ISSA. PROVIDER shall obtain written authorization from LEA before terminating any ISSA.

Parents/guardians shall not be charged for any services rendered under the ISSA unless such services and charges are clearly identified in writing and agreed upon in advance in a writing signed by the parents/guardians. In no event shall the agreed upon charges obligate the LEA financially, nor shall the LEA incur any obligation or expense in excess of the state/federal reimbursement amount. Preliminary allocations indicate a per student rate will be \$799.71 per student, adjustments to this amount may be made pending final notification from the state. PROVIDERS shall receive compensation only for sessions actually attended by LEA students and for supplemental educational services actually provided to LEA students. Providers shall not receive compensation in the event of student absences, regardless of the reason for absence.

2. Incentives and Rewards

Incentives and rewards must be appropriately related to the purpose of the student's *Individual Supplemental Services Agreement* for academic achievement and should reasonably motivate or reward students for achievement of the specific goals of the *Individual Supplemental Services Agreement*. Additionally, the incentive or reward must be directly related to a motivational activity which is part of the provider's plan to facilitate academic achievement. Under no circumstances shall parents/guardians and/or students be given an incentive for enrolling in a specific Supplemental Educational Services Program.

The cost of the incentives and/or rewards must not be exorbitant and must not diminish the effectiveness of the original intent of Supplemental Educational Services set forth in the "*No Child Left behind*" legislation of 2001. Provider will not provide any up-front incentive at over \$2.00 per student to parent or students to encourage signing up for provider's services or to encourage any other student or parent to sign up for provider's services.

3. Parents/Guardianship

For the purpose of the Contract, a parent is the natural or adoptive parent, legal guardian, or a surrogate parent appointed by LEA.

4. Student Records

A student record is defined by State and Federal Law, and essentially is any document prepared or retained by PROVIDER with an individual student's name referenced therein. All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain an access log
(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

delineating date, time, agency, and identity of any individual accessing student records who is not in the direct employ of the PROVIDER. PROVIDER shall not provide access or forward to any other person other than parents/guardians or LEA any student record including student email address without the written consent of the parent/guardian or LEA. PROVIDER agrees to provide access to and copies of student records including assessments, progress reports, samples of student work and end of year student report reflecting percentage of objectives met by the student to LEA and/or the parents/guardians of LEA's student. PROVIDER will also provide LEA with an end of year summary indicating the total number of students that met 95% of their objectives during the period of the contract. No later than thirty (30) days after termination of services PROVIDER shall turn over to LEA all required documents for all Center Unified students in their program.

5. Access by LEA

PROVIDER shall notify LEA of the location and/or any change in location at which it is providing services to LEA's eligible students. It shall allow LEA representatives access to its facilities for periodic monitoring of each student's instructional program and shall be invited to participate in the review of each student's progress by LEA. **Such access shall include unannounced monitoring visits.** LEA representatives shall have ongoing access to observe each student at work, observe the instructional setting, interview PROVIDER, and review each student's progress as well as access to **all student records maintained on site** including the behavior intervention plan, if any.

6. Fingerprints/TB Clearance

In accordance with California Education Code § 45125.1, PROVIDER shall conduct a criminal background check of its employees and/or subcontractors and, upon receipt of those checks, certify to the LEA that no employee and/or subcontractors of PROVIDER working with students of the school district has been convicted of a violent or serious felony as defined by statutes. PROVIDER shall supply LEA with a list of names of those employees and/or subcontractors who are cleared to work with students of the LEA. A fingerprint certification will be required. Additionally all providers will be required to submit a TB clearance for those employed and/or subcontractors who will be working with students.

7. Independent Contractor Status

This agreement is by and between two independent agents and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this agreement.

It is the responsibility of the PROVIDER to insure that all of its employees are informed of all provisions as outlined in this contract prior to working with families/students.

8. Conflict of Interest:

This Agreement is subject to LEA Board Policy 2300 governing conflicts of interest. PROVIDER agrees to furnish to LEA (upon request) a valid copy of the most recently adopted partnership agreements or bylaws of the corporation and also a complete and accurate list of the Governing Board of Directors (or Trustees or Partners) and to timely update said information as changes in such governance occur. PROVIDER shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited, to employment with LEA, including its charter schools.

9. Accident/Incident Report

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

PROVIDER agrees to submit a written accident report to LEA within five (5) days of an accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

10. Discrimination

PROVIDER shall not discriminate on the basis of race, color, religion, sex, national origin, age, ancestry, ethnicity, gender, sexual orientation, sexual preference or physical or mental disability in employment or operation of its programs.

11. Child Abuse Reporting

PROVIDER assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under California law, including but not limited to, California Education Code § 49370 and California Penal Code § 11166 et seq. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours an accident or incident report to LEA when it becomes aware of circumstances including, but not limited to: allegations of molestation, child abuse, missing children under PROVIDER's supervision.

12. Supplies, Equipment and Facilities

PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a pupil as required in his/her ISSA. A PROVIDER who desires to use District facilities must make a separate application for use of facilities through the District's Use of Facilities procedures. As noted in the "District Use of Facilities" packet, the use of science and computer labs is disallowed.

13. Inspection and Audit

PROVIDER shall provide access to and the LEA shall have the right to examine and audit, upon the LEA's request, all of the records, reports, or other matter relating to the Contract. Fiscal records shall be maintained by PROVIDER for five (5) years and shall be available for audit. Records that no longer need to be retained must be shredded/destroyed in a manner that maintains confidentiality.

14. Indemnification

PROVIDER shall defend, hold harmless, and indemnify LEA and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this agreement.

LEA shall defend, hold harmless and indemnify PROVIDER and its governing board, offices, agents, and employees from all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever resulting from the negligence or intentional acts of LEA, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this agreement.

LEA shall not be liable for acts of the student(s) or the student's parent/guardian, family member, etc.

15. Insurance

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

During the entire term of this agreement and any extension or modification thereof, PROVIDER shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of service(s) by PROVIDER, of at least one million dollars (\$1,000,000.00) for each person and one million dollars (\$1,000,000.00) for all accidents or occurrences for all damages arising out of death, bodily injury, sickness or disease from any one accident or occurrence, and one million dollars (\$1,000,000.00) for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. Not later than the effective date of this agreement, PROVIDER shall provide LEA with satisfactory evidence of insurance, naming LEA as additional certificate holder, including a provision for a twenty (20) calendar day written notice to LEA before cancellation or material change, evidencing the above-specific coverage. The PROVIDER shall at its own cost and expense procedure and maintain insurance under the Worker's Compensation Law of California, if applicable. LEA reserves the right to revise the requirements of this provision at any time. If LEA determines that additional insurance coverage is necessary, LEA will reopen negotiations with PROVIDER to modify the terms of this agreement.

16. Billing Amount

PROVIDER'S hourly rate for services rendered shall be \$ 38.00 per hour. The total amount of services rendered during the term of this contract shall not exceed the final per student allocation as indicated by the state. The student-teacher ratio for this hourly rate will be 6:1 services shall begin within thirty (30) days of the completion of the ISSA.

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PROVIDER shall comply with all procedures concerning enrollment, contracting, attendance reporting, and billing as specified by LEA.

PROVIDER shall submit to LEA monthly invoices itemized by name/address of student, service provided and actual number of hours for which services were provided, including attendance verification logs signed by parent and/or guardian or computer log-in records. LEA shall not pay for non-attendance of students. Such invoices with amount due shall be submitted within thirty (30) days of the rendering of services. **Invoices and related documents shall be submitted on a form and in the manner prescribed by LEA.** LEA shall process payments to PROVIDER within forty-five (45) days of submission of such invoices, except in those situations identified in Paragraph 18, below.

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LEA may withhold payment to PROVIDER, on ten (10) working days written notice of such withholding, when in the opinion of the LEA:

- a. PROVIDER's performance, in whole or in part, either has not been carried out or is insufficiently documented.
- b. PROVIDER has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.
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If LEA gives notice of intent to withhold, PROVIDER shall have fourteen (14) days from the date of receipt of said notice to correct such deficiency. Provider may submit a written extension to correct the deficiencies and/or may invoke the dispute resolution provision herein. LEA shall process submitted re-billing invoices to PROVIDER within forty-five (45) days of submission of such invoices.

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This Contract may be modified or amended only by a written document signed by authorized representatives of PROVIDER and LEA. No change in this Contract or in the ISSA shall result in a LEA financial obligation to PROVIDER in excess of the State/Federal reimbursement rate per student per year to the LEA.

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Disputes between LEA and PROVIDER concerning the meaning, requirements or performance of this contract shall be submitted in writing to the Superintendent of the Center Joint Unified School District. The determination of the LEA's Superintendent shall be made in writing and shall be binding on both parties.

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- a. This agreement may be terminated by LEA or PROVIDER at any time, as provided herein. PROVIDER's exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing ISSA's.
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- c. In consideration of this payment, PROVIDER waives all rights to any further payment or damage. Upon termination, PROVIDER shall turn over to LEA all student records in its possession generated as a result of services rendered under this Contract, possessed by PROVIDER or under its control at the time of termination.
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each contact the parent of a student who does not attend prior to terminating the student's participation in the SES program.

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This Agreement constitutes the entire agreement between LEA and PROVIDER and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated.

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For PROVIDER: Academic Tutoring Services, Inc.
1500 Palma Dr., Ste. 283
Ventura, CA 93003

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29. Authorized Representative

The persons signing this Contract certify they are the authorized representatives of the respective parties, and are authorized to sign this document. Services are limited to the per student allocation determined by the district.

The parties hereto have executed this agreement by and through their duly authorized agents or representatives. This contract is effective October 16, 2014, and terminates at 5:00 p.m. on May 28, 2015, unless sooner terminated as provided herein.

FED. ID: 56 2528959

PROVIDER: Academic Tutoring Services Inc. CENTER JOINT UNIFIED SCHOOL DISTRICT:

134

Founder/Chairperson

BY:

Tanti Bely.

Coordinator State and Federal Programs

APPROVED AS TO FORM: _____

General Counsel

Legal Services

Center Joint Unified School District

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

C.8



Established 1858

Center Joint Unified School District

Instructional Services
8408 Watt Avenue • Antelope, CA 98843-9116
(916) 338-6320 • Fax (916) 338-6329

BOARD OF TRUSTEES

Nancy Anderson
Jeremy Hunt
Kelly Kelley
Delrae M. Pope
Donald E. Wilson

SUPERINTENDENT

Scott A. Loehr

Date: October 3, 2014

From: Tami JBeily
Coordinator of Federal & State Programs

To: SES Providers

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Signed SES Provider contracts and addendum must be signed and returned via email, Attn: Paula Robinson at probinson@centerusd.org no later than Monday, October 6, 2014.

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I hereby acknowledge receipt of said contract and the above revisions and send this letter of acknowledgment.

Jaqueline Mendonca Asst. Director
of Operations
Printed Name/Title

10/4/14
Date

Signature

Academic Tutoring Services Inc
SES Provider

**CENTER JOINT UNIFIED SCHOOL DISTRICT
STATE AND FEDERAL PROGRAMS**

MASTER CONTRACT

TITLE I – SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDERS

THIS MASTER CONTRACT ("Contract") is made and entered into on October 16, 2014, between the Center Joint Unified School District (hereinafter referred to as "LEA" [local educational agency] or "District"), a public school district duly operating under the laws of the State of California, and Adaptive Learning LLC, 18001 Irvine Boulevard, Ste. 101, Tustin, CA 92780, 469-506-7350, Fax 888-686-2353 the supplementary service provider (hereinafter referred to as "PROVIDER") for the purpose of providing supplementary services to eligible LEA students. "Eligible students" are those students identified by the District who meet specific requirements under Title I.

WHEREAS, the LEA is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, the LEA is in need of such special services and advice;

WHEREAS, PROVIDER is specially trained and experienced and competent to perform the special services required by the LEA, and such services are needed on a limited basis;

WHEREAS, the No Child Left Behind Act, 20 U.S.C. Section 1116(e)(3)(A) outlines the requirements for supplemental educational services;

WHEREAS, Section 6316(e)(3) contains the following requirements:

- a. Requires the LEA to develop, in consultation with a school representative, parents (and the provider chosen by parents), a statement of specific measurable achievement goals which are based upon the student's area of need as identified from the California standards assessments; how the student's progress will be measured, and a timetable for improving achievement, in the case of a student with disabilities, is consistent with the student's IEP;
- b. Requires a description of how and when the PROVIDER will regularly inform, in accordance with the ISSA (Individual Supplemental Services Agreement), the student's parent, school liaison and LEA of the student's progress toward achievement of the agreed upon measurable goals;
- c. Requires a provision for the termination of the agreement if the provider is unable to meet the goals and timetables required;
- d. Requires provisions with respect to the making payment to the provider by the LEA;
- e. Prohibits the provider from disclosing to the public the identity of any student eligible for, or receiving supplemental services without the written permission of the parent of such student;

WHEREAS, PROVIDER has been approved by the California State Department of Education and has met the qualifications to be certified as a supplementary service provider; and

WHEREAS, PROVIDER is willing to provide such services to LEA's eligible students if selected by the parents/guardians of eligible students.

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, it is agreed between the parties as follows:

1. Individual Supplementary Services Agreements

An Individual Supplementary Services Agreement (ISSA) shall be developed by LEA in consultation with parents/guardians and PROVIDER for each LEA eligible student whose parent/guardian elects to receive supplementary services from PROVIDER. Changes in any student's ISSA may only be made with the written consent of LEA in consultation with parents/guardians. PROVIDER, LEA or the parents/guardians may request a review of a student's ISSA. In conjunction with the liaison, the PROVIDER shall insure that all student ISSAs are completed within forty-five (45) days of receipt of student information or by exception based on a mutual written agreement between the LEA and PROVIDER.

Provider shall administer a standards based pre and post test assessment.

PROVIDER shall not unilaterally terminate any ISSA. PROVIDER shall obtain written authorization from LEA before terminating any ISSA.

Parents/guardians shall not be charged for any services rendered under the ISSA unless such services and charges are clearly identified in writing and agreed upon in advance in a writing signed by the parents/guardians. In no event shall the agreed upon charges obligate the LEA financially, nor shall the LEA incur any obligation or expense in excess of the state/federal reimbursement amount. Preliminary allocations indicate a per student rate will be \$799.71 per student, adjustments to this amount may be made pending final notification from the state. PROVIDERS shall receive **compensation** only for sessions actually attended by LEA students and for supplemental educational services actually provided to LEA students. **Providers shall not receive compensation in the event of student absences, regardless of the reason for absence.**

2. Incentives and Rewards

Incentives and rewards must be appropriately related to the purpose of the student's *Individual Supplemental Services Agreement* for academic achievement and should reasonably motivate or reward students for achievement of the specific goals of the *Individual Supplemental Services Agreement*. Additionally, the incentive or reward must be directly related to a motivational activity which is part of the provider's plan to facilitate academic achievement. Under no circumstances shall parents/guardians and/or students be given an incentive for enrolling in a specific Supplemental Educational Services Program.

The cost of the incentives and/or rewards must not be exorbitant and must not diminish the effectiveness of the original intent of Supplemental Educational Services set forth in the "No Child Left behind" legislation of 2001. Provider will not provide any up-front incentive at over \$2.00 per student to parent or students to encourage signing up for provider's services or to encourage any other student or parent to sign up for provider's services.

3. Parents/Guardianship

For the purpose of the Contract, a parent is the natural or adoptive parent, legal guardian, or a surrogate parent appointed by LEA.

4. Student Records

A student record is defined by State and Federal Law, and essentially is any document prepared or retained by PROVIDER with an individual student's name referenced therein. All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain an access log
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delineating date, time, agency, and identity of any individual accessing student records who is not in the direct employ of the PROVIDER. PROVIDER shall not provide access or forward to any other person other than parents/guardians or LEA any student record including student email address without the written consent of the parent/guardian or LEA. PROVIDER agrees to provide access to and copies of student records including assessments, progress reports, samples of student work and end of year student report reflecting percentage of objectives met by the student to LEA and/or the parents/guardians of LEA's student. PROVIDER will also provide LEA with an end of year summary indicating the total number of students that met 95% of their objectives during the period of the contract. No later than thirty (30) days after termination of services PROVIDER shall turn over to LEA all required documents for all Center Unified students in their program.

5. Access by LEA

PROVIDER shall notify LEA of the location and/or any change in location at which it is providing services to LEA's eligible students. It shall allow LEA representatives access to its facilities for periodic monitoring of each student's instructional program and shall be invited to participate in the review of each student's progress by LEA. **Such access shall include unannounced monitoring visits.** LEA representatives shall have ongoing access to observe each student at work, observe the instructional setting, interview PROVIDER, and review each student's progress as well as access to **all student records maintained on site** including the behavior intervention plan, if any.

6. Fingerprints/TB Clearance

In accordance with California Education Code § 45125.1, PROVIDER shall conduct a criminal background check of its employees and/or subcontractors and, upon receipt of those checks, certify to the LEA that no employee and/or subcontractors of PROVIDER working with students of the school district has been convicted of a violent or serious felony as defined by statutes. PROVIDER shall supply LEA with a list of names of those employees and/or subcontractors who are cleared to work with students of the LEA. A fingerprint certification will be required. Additionally all providers will be required to submit a TB clearance for those employed and/or subcontractors who will be working with students.

7. Independent Contractor Status

This agreement is by and between two independent agents and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this agreement.

It is the responsibility of the PROVIDER to insure that all of its employees are informed of all provisions as outlined in this contract prior to working with families/students.

8. Conflict of Interest:

This Agreement is subject to LEA Board Policy 2300 governing conflicts of interest. PROVIDER agrees to furnish to LEA (upon request) a valid copy of the most recently adopted partnership agreements or bylaws of the corporation and also a complete and accurate list of the Governing Board of Directors (or Trustees or Partners) and to timely update said information as changes in such governance occur. PROVIDER shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited, to employment with LEA, including its charter schools.

9. Accident/Incident Report

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PROVIDER agrees to submit a written accident report to LEA within five (5) days of an accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

10. Discrimination

PROVIDER shall not discriminate on the basis of race, color, religion, sex, national origin, age, ancestry, ethnicity, gender, sexual orientation, sexual preference or physical or mental disability in employment or operation of its programs.

11. Child Abuse Reporting

PROVIDER assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under California law, including but not limited to, California Education Code § 49370 and California Penal Code § 11166 et seq. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours an accident or incident report to LEA when it becomes aware of circumstances including, but not limited to: allegations of molestation, child abuse, missing children under PROVIDER's supervision.

12. Supplies, Equipment and Facilities

PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a pupil as required in his/her ISSA. A PROVIDER who desires to use District facilities must make a separate application for use of facilities through the District's Use of Facilities procedures. As noted in the "District Use of Facilities" packet, the use of science and computer labs is disallowed.

13. Inspection and Audit

PROVIDER shall provide access to and the LEA shall have the right to examine and audit, upon the LEA's request, all of the records, reports, or other matter relating to the Contract. Fiscal records shall be maintained by PROVIDER for five (5) years and shall be available for audit. Records that no longer need to be retained must be shredded/destroyed in a manner that maintains confidentiality.

14. Indemnification

PROVIDER shall defend, hold harmless, and indemnify LEA and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this agreement.

LEA shall defend, hold harmless and indemnify PROVIDER and its governing board, offices, agents, and employees from all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever resulting from the negligence or intentional acts of LEA, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this agreement.

LEA shall not be liable for acts of the student(s) or the student's parent/guardian, family member, etc.

15. Insurance

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During the entire term of this agreement and any extension or modification thereof, PROVIDER shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of service(s) by PROVIDER, of at least one million dollars (\$1,000,000.00) for each person and one million dollars (\$1,000,000.00) for all accidents or occurrences for all damages arising out of death, bodily injury, sickness or disease from any one accident or occurrence, and one million dollars (\$1,000,000.00) for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. Not later than the effective date of this agreement, PROVIDER shall provide LEA with satisfactory evidence of insurance, naming LEA as additional certificate holder, including a provision for a twenty (20) calendar day written notice to LEA before cancellation or material change, evidencing the above-specific coverage. The PROVIDER shall at its own cost and expense procedure and maintain insurance under the Worker's Compensation Law of California, if applicable. LEA reserves the right to revise the requirements of this provision at any time. If LEA determines that additional insurance coverage is necessary, LEA will reopen negotiations with PROVIDER to modify the terms of this agreement.

16. Billing Amount

PROVIDER'S hourly rate for services rendered shall be \$ 60.00 per hour. The total amount of services rendered during the term of this contract shall not exceed the final per student allocation as indicated by the state. The student-teacher ratio for this hourly rate will be 1:1, 5:1, 10:1 services shall begin within thirty (30) days of the completion of the ISSA.

17. Monthly Invoices

PROVIDER shall comply with all procedures concerning enrollment, contracting, attendance reporting, and billing as specified by LEA.

PROVIDER shall submit to LEA monthly invoices itemized by name/address of student, service provided and actual number of hours for which services were provided, including attendance verification logs signed by parent and/or guardian or computer log-in records. LEA shall not pay for non-attendance of students. Such invoices with amount due shall be submitted within thirty (30) days of the rendering of services. **Invoices and related documents shall be submitted on a form and in the manner prescribed by LEA.** LEA shall process payments to PROVIDER within forty-five (45) days of submission of such invoices, except in those situations identified in Paragraph 18, below.

18. Records of Attendance

PROVIDER shall maintain daily records of student service provided, including the name/address of student, the name of PROVIDER's employee who rendered the service, and the amount of time of such service. PROVIDER shall permit access to and/or a copy of such records to LEA upon request. Parent shall receive a copy of the monthly attendance log.

19. Right to Withhold

LEA may withhold payment to PROVIDER, on ten (10) working days written notice of such withholding, when in the opinion of the LEA:

- a. PROVIDER's performance, in whole or in part, either has not been carried out or is insufficiently documented.
- b. PROVIDER has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.
- c. PROVIDER has failed to submit the invoice in a timely manner.

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If LEA gives notice of intent to withhold, PROVIDER shall have fourteen (14) days from the date of receipt of said notice to correct such deficiency. Provider may submit a written extension to correct the deficiencies and/or may invoke the dispute resolution provision herein. LEA shall process submitted re-billing invoices to PROVIDER within forty-five (45) days of submission of such invoices.

20. Modifications and Amendments:

This Contract may be modified or amended only by a written document signed by authorized representatives of PROVIDER and LEA. No change in this Contract or in the ISSA shall result in a LEA financial obligation to PROVIDER in excess of the State/Federal reimbursement rate per student per year to the LEA.

21. Disputes

Disputes between LEA and PROVIDER concerning the meaning, requirements or performance of this contract shall be submitted in writing to the Superintendent of the Center Joint Unified School District. The determination of the LEA's Superintendent shall be made in writing and shall be binding on both parties.

22. Subcontract and Assignment

PROVIDER shall not subcontract or assign any of the work contemplated under this Contract without first obtaining written approval from the LEA. Such approval shall be attached and made part of this Contract. Subcontracts or assignments may be entered into only with providers certified by the California Department of Education.

Any sub-contractor or assignee shall be bound by all of the terms of this Contract, including the insurance and indemnification provisions, and it shall be PROVIDER'S responsibility to obtain the agreement of subcontractor/assignee to comply with all terms contained herein.

23. Termination

- a. This agreement may be terminated by LEA or PROVIDER at any time, as provided herein. PROVIDER's exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing ISSA's.
- b. To terminate this Contract, either party shall give twenty (20) calendar days written notice prior to the date of the termination. Upon termination without default of PROVIDER, LEA shall pay, without duplication, for all services satisfactorily performed to date of termination.
- c. In consideration of this payment, PROVIDER waives all rights to any further payment or damage. Upon termination, PROVIDER shall turn over to LEA all student records in its possession generated as a result of services rendered under this Contract, possessed by PROVIDER or under its control at the time of termination.
- d. An Individual Supplementary Services Agreement may be terminated by PROVIDER only upon consent of the LEA. An ISSA shall terminate if the student ceases to be enrolled in the District. Upon termination under this paragraph, final payment from LEA will be calculated based upon a pro-rata calculation of total services agreed-upon in the ISSA for which the LEA is responsible for payment, divided by that portion of services actually rendered.
- e. The PROVIDER must provide the LEA with written documentation of termination of services for any student within 7 days. LEA will be provided with the specifics as to why a student who has chosen said PROVIDER is not receiving services from the PROVIDER. The district and the provider will
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each contact the parent of a student who does not attend prior to terminating the student's participation in the SES program.

24. Compliance with Laws

During the term of this agreement, PROVIDER shall comply with all applicable federal, State Board of Education, and local statutes, laws ordinances, rules and regulations relating to the provision of supplementary services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

25. Entire Agreement

This Agreement constitutes the entire agreement between LEA and PROVIDER and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated.

26. Governing Law

The terms and conditions of this agreement shall be governed by the laws of the state of California with venue in Sacramento County, California.

27. Severability Clause

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

28. Notices

Notices required under this Contract shall be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

For the LEA: Tami J Beily, Coordinator
Categorical Programs and Grants
Center Joint Unified School District
8408 Watt Avenue
Antelope, CA 95843

For PROVIDER: Adaptive Learning, LLC
18001 Irvine Boulevard, Ste. 101
Tustin, CA 92780

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29. **Authorized Representative**

The persons signing this Contract certify they are the authorized representatives of the respective parties, and are authorized to sign this document. Services are limited to the per student allocation determined by the district.

The parties hereto have executed this agreement by and through their duly authorized agents or representatives. This contract is effective October 16, 2014, and terminates at 5:00 p.m. on May 28, 2015, unless sooner terminated as provided herein.

FED ID: 27 2615237

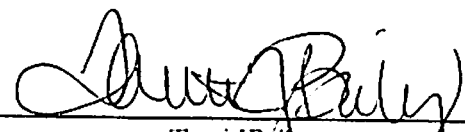
PROVIDER: _____

CENTER JOINT UNIFIED SCHOOL DISTRICT:

BY: _____

Founder/Chairperson

BY: _____



Tami J Bailey,
Coordinator State and Federal Programs

APPROVED AS TO FORM: _____

General Counsel

Legal Services

Center Joint Unified School District

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FED ID: 27-2615237

PROVIDER: Adaptive Learning LLC

CENTER JOINT UNIFIED SCHOOL DISTRICT:

BY: Anil Sawant
Anil Sawant
Founder/Chairperson

BY: Tami J Bailey
Tami J Bailey,
Coordinator State and Federal Programs

APPROVED AS TO FORM: _____
General Counsel
Legal Services
Center Joint Unified School District

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Established 1858

Center Joint Unified School District

Instructional Services

8408 Watt Avenue • Antelope, CA 98843-9116
(916) 338-6320 • Fax (916) 338-6329

BOARD OF TRUSTEES

Nancy Anderson
Jeremy Hunt
Kelly Kelley
Delrae M. Pope
Donald E. Wilson

SUPERINTENDENT

Scott A. Loehr.

Date: October 3, 2014

From: Tami JBeily
Coordinator of Federal & State Programs

To: SES Providers

I am sending the below information as an addendum to the CJUSD Master Contract for your review and understanding.

Signed SES Provider contracts and addendum must be signed and returned via email, Attn: Paula Robinson at probinson@centerusd.org no later than Monday, October 6, 2014.

Contracts will be approved by the CJUSD Board of Trustees at the October 15, 2014 Board Meeting. SES providers will be notified by email that the CJUSD Board has approved the contract. Student lists will be provided as an attachment to the notification email. Services must start within 14 calendar days from the date the SES provider is notified of board approval. If services do not begin within 14 calendar days, CJUSD will cancel the contract and will reassign students to another SES provider.

Only the parents or guardian of student may complete Application for SES services. Application must be an original parent signature, not a copy. For verification purposes, parent signatures on SES applications will be compared to parent signatures on school registration packets. Should signatures not match, the CJUSD contract with SES provider will be cancelled, all students under the contract will be reassigned and SES provider will be reported to CDE.

SES Providers will not be paid for services if an ISSA is submitted incomplete or not at all. ISSA must include parent and student signatures.

I hereby acknowledge receipt of said contract and the above revisions and send this letter of acknowledgment.

Anil Sawant
Printed Name/Title

10/6/2014
Date

Anil Sawant
Signature

Adaptive Learning
SES Provider

**CENTER JOINT UNIFIED SCHOOL DISTRICT
STATE AND FEDERAL PROGRAMS**

MASTER CONTRACT

TITLE I – SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDERS

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WHEREAS, the LEA is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, the LEA is in need of such special services and advice;

WHEREAS, PROVIDER is specially trained and experienced and competent to perform the special services required by the LEA, and such services are needed on a limited basis;

WHEREAS, the No Child Left Behind Act, 20 U.S.C. Section 1116(e)(3)(A) outlines the requirements for supplemental educational services;

WHEREAS, Section 6316(e)(3) contains the following requirements:

- a. Requires the LEA to develop, in consultation with a school representative, parents (and the provider chosen by parents), a statement of specific measurable achievement goals which are based upon the student's area of need as identified from the California standards assessments; how the student's progress will be measured, and a timetable for improving achievement, in the case of a student with disabilities, is consistent with the student's IEP;
- b. Requires a description of how and when the PROVIDER will regularly inform, in accordance with the ISSA (Individual Supplemental Services Agreement), the student's parent, school liaison and LEA of the student's progress toward achievement of the agreed upon measurable goals;
- c. Requires a provision for the termination of the agreement if the provider is unable to meet the goals and timetables required;
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- e. Prohibits the provider from disclosing to the public the identity of any student eligible for, or receiving supplemental services without the written permission of the parent of such student;

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delineating date, time, agency, and identity of any individual accessing student records who is not in the direct employ of the PROVIDER. PROVIDER shall not provide access or forward to any other person other than parents/guardians or LEA any student record including student email address without the written consent of the parent/guardian or LEA. PROVIDER agrees to provide access to and copies of student records including assessments, progress reports, samples of student work and end of year student report reflecting percentage of objectives met by the student to LEA and/or the parents/guardians of LEA's student. PROVIDER will also provide LEA with an end of year summary indicating the total number of students that met 95% of their objectives during the period of the contract. No later than thirty (30) days after termination of services PROVIDER shall turn over to LEA all required documents for all Center Unified students in their program.

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PROVIDER shall not discriminate on the basis of race, color, religion, sex, national origin, age, ancestry, ethnicity, gender, sexual orientation, sexual preference or physical or mental disability in employment or operation of its programs.

11. Child Abuse Reporting

PROVIDER assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under California law, including but not limited to, California Education Code § 49370 and California Penal Code § 11166 et seq. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours an accident or incident report to LEA when it becomes aware of circumstances including, but not limited to: allegations of molestation, child abuse, missing children under PROVIDER's supervision.

12. Supplies, Equipment and Facilities

PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a pupil as required in his/her ISSA. A PROVIDER who desires to use District facilities must make a separate application for use of facilities through the District's Use of Facilities procedures. As noted in the "District Use of Facilities" packet, the use of science and computer labs is disallowed.

13. Inspection and Audit

PROVIDER shall provide access to and the LEA shall have the right to examine and audit, upon the LEA's request, all of the records, reports, or other matter relating to the Contract. Fiscal records shall be maintained by PROVIDER for five (5) years and shall be available for audit. Records that no longer need to be retained must be shredded/destroyed in a manner that maintains confidentiality.

14. Indemnification

PROVIDER shall defend, hold harmless, and indemnify LEA and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this agreement.

LEA shall defend, hold harmless and indemnify PROVIDER and its governing board, offices, agents, and employees from all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever resulting from the negligence or intentional acts of LEA, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this agreement.

LEA shall not be liable for acts of the student(s) or the student's parent/guardian, family member, etc.

15. Insurance

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

During the entire term of this agreement and any extension or modification thereof, PROVIDER shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of service(s) by PROVIDER, of at least one million dollars (\$1,000,000.00) for each person and one million dollars (\$1,000,000.00) for all accidents or occurrences for all damages arising out of death, bodily injury, sickness or disease from any one accident or occurrence, and one million dollars (\$1,000,000.00) for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. Not later than the effective date of this agreement, PROVIDER shall provide LEA with satisfactory evidence of insurance, naming LEA as additional certificate holder, including a provision for a twenty (20) calendar day written notice to LEA before cancellation or material change, evidencing the above-specific coverage. The PROVIDER shall at its own cost and expense procedure and maintain insurance under the Worker's Compensation Law of California, if applicable. LEA reserves the right to revise the requirements of this provision at any time. If LEA determines that additional insurance coverage is necessary, LEA will reopen negotiations with PROVIDER to modify the terms of this agreement.

16. Billing Amount

PROVIDER'S hourly rate for services rendered shall be \$ 65.00 per hour. The total amount of services rendered during the term of this contract shall not exceed the final per student allocation as indicated by the state. The student-teacher ratio for this hourly rate will be 1:1 services shall begin within thirty (30) days of the completion of the ISSA.

17. Monthly Invoices

PROVIDER shall comply with all procedures concerning enrollment, contracting, attendance reporting, and billing as specified by LEA.

PROVIDER shall submit to LEA monthly invoices itemized by name/address of student, service provided and actual number of hours for which services were provided, including attendance verification logs signed by parent and/or guardian or computer log-in records. LEA shall not pay for non-attendance of students. Such invoices with amount due shall be submitted within thirty (30) days of the rendering of services. **Invoices and related documents shall be submitted on a form and in the manner prescribed by LEA.** LEA shall process payments to PROVIDER within forty-five (45) days of submission of such invoices, except in those situations identified in Paragraph 18, below.

18. Records of Attendance

PROVIDER shall maintain daily records of student service provided, including the name/address of student, the name of PROVIDER's employee who rendered the service, and the amount of time of such service. PROVIDER shall permit access to and/or a copy of such records to LEA upon request. Parent shall receive a copy of the monthly attendance log.

19. Right to Withhold

LEA may withhold payment to PROVIDER, on ten (10) working days written notice of such withholding, when in the opinion of the LEA:

- a. PROVIDER's performance, in whole or in part, either has not been carried out or is insufficiently documented.
- b. PROVIDER has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.
- c. PROVIDER has failed to submit the invoice in a timely manner.

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

If LEA gives notice of intent to withhold, PROVIDER shall have fourteen (14) days from the date of receipt of said notice to correct such deficiency. Provider may submit a written extension to correct the deficiencies and/or may invoke the dispute resolution provision herein. LEA shall process submitted re-billing invoices to PROVIDER within forty-five (45) days of submission of such invoices.

20. Modifications and Amendments:

This Contract may be modified or amended only by a written document signed by authorized representatives of PROVIDER and LEA. No change in this Contract or in the ISSA shall result in a LEA financial obligation to PROVIDER in excess of the State/Federal reimbursement rate per student per year to the LEA.

21. Disputes

Disputes between LEA and PROVIDER concerning the meaning, requirements or performance of this contract shall be submitted in writing to the Superintendent of the Center Joint Unified School District. The determination of the LEA's Superintendent shall be made in writing and shall be binding on both parties.

22. Subcontract and Assignment

PROVIDER shall not subcontract or assign any of the work contemplated under this Contract without first obtaining written approval from the LEA. Such approval shall be attached and made part of this Contract. Subcontracts or assignments may be entered into only with providers certified by the California Department of Education.

Any sub-contractor or assignee shall be bound by all of the terms of this Contract, including the insurance and indemnification provisions, and it shall be PROVIDER'S responsibility to obtain the agreement of subcontractor/assignee to comply with all terms contained herein.

23. Termination

- a. This agreement may be terminated by LEA or PROVIDER at any time, as provided herein. PROVIDER's exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing ISSA's.
- b. To terminate this Contract, either party shall give twenty (20) calendar days written notice prior to the date of the termination. Upon termination without default of PROVIDER, LEA shall pay, without duplication, for all services satisfactorily performed to date of termination.
- c. In consideration of this payment, PROVIDER waives all rights to any further payment or damage. Upon termination, PROVIDER shall turn over to LEA all student records in its possession generated as a result of services rendered under this Contract, possessed by PROVIDER or under its control at the time of termination.
- d. An Individual Supplementary Services Agreement may be terminated by PROVIDER only upon consent of the LEA. An ISSA shall terminate if the student ceases to be enrolled in the District. Upon termination under this paragraph, final payment from LEA will be calculated based upon a pro-rata calculation of total services agreed-upon in the ISSA for which the LEA is responsible for payment, divided by that portion of services actually rendered.
- e. The PROVIDER must provide the LEA with written documentation of termination of services for any student within 7 days. LEA will be provided with the specifics as to why a student who has chosen said PROVIDER is not receiving services from the PROVIDER. The district and the provider will

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each contact the parent of a student who does not attend prior to terminating the student's participation in the SES program.

24. Compliance with Laws

During the term of this agreement, PROVIDER shall comply with all applicable federal, State Board of Education, and local statutes, laws ordinances, rules and regulations relating to the provision of supplementary services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

25. Entire Agreement

This Agreement constitutes the entire agreement between LEA and PROVIDER and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated.

26. Governing Law

The terms and conditions of this agreement shall be governed by the laws of the state of California with venue in Sacramento County, California.

27. Severability Clause

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

28. Notices

Notices required under this Contract shall be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

For the LEA: Tami JBeily, Coordinator
 Categorical Programs and Grants
 Center Joint Unified School District
 8408 Watt Avenue
 Antelope, CA 95843

For PROVIDER: **Applied Scholastics International**
 11755 Riverside Drive
 Saint Louis, MO 63138

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

29. **Authorized Representative**

The persons signing this Contract certify they are the authorized representatives of the respective parties, and are authorized to sign this document. Services are limited to the per student allocation determined by the district.

The parties hereto have executed this agreement by and through their duly authorized agents or representatives. This contract is effective October 16, 2014, and terminates at 5:00 p.m. on May 28, 2015, unless sooner terminated as provided herein.

FED ID: 23 7250829

PROVIDER:
APPLIED SCHOLASTICS
INTERNATIONAL

CENTER JOINT UNIFIED SCHOOL DISTRICT:

BY: Mary Cockburn
Mary Cockburn
Federal & External Programs Manager
Founder/Chairperson

BY: Tami J. Beily
Tami J. Beily
Coordinator State and Federal Programs

OVER AS TO FORM: _____
General Counsel
Legal Services
Center Joint Unified School District

APPR

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

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FED ID: 23 7250829

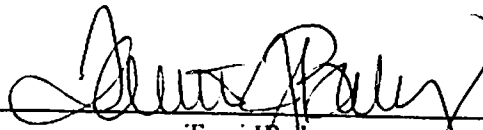
PROVIDER:

CENTER JOINT UNIFIED SCHOOL DISTRICT:

BY: _____

Founder/Chairperson

BY: _____


Tami J Bell,
Coordinator State and Federal Programs

APPROVED AS TO FORM: _____

General Counsel

Legal Services

Center Joint Unified School District

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)



Established 1858

Center Joint Unified School District

Instructional Services
8408 Watt Avenue • Antelope, CA 98843-9116
(916) 338-6320 • Fax (916) 338-6329

BOARD OF TRUSTEES

Nancy Anderson
Jeremy Hunt
Kelly Kelley
Debrae M. Pope
Donald E. Wilson

SUPERINTENDENT

Scott A. Loehr

Date: October 3, 2014

From: Tami JBeily
Coordinator of Federal & State Programs

To: SES Providers

I am sending the below information as an addendum to the CJUSD Master Contract for your review and understanding.

Signed SES Provider contracts and addendum must be signed and returned via email. Attn: Paula Robinson at probinson@centerusd.org no later than Monday, October 6, 2014.

Contracts will be approved by the CJUSD Board of Trustees at the October 15, 2014 Board Meeting. SES providers will be notified by email that the CJUSD Board has approved the contract. Student lists will be provided as an attachment to the notification email. Services must start within 14 calendar days from the date the SES provider is notified of board approval. If services do not begin within 14 calendar days, CJUSD will cancel the contract and will reassign students to another SES provider.

Only the parents or guardian of student may complete Application for SES services. Application must be an original parent signature, not a copy. For verification purposes, parent signatures on SES applications will be compared to parent signatures on school registration packets. Should signatures not match, the CJUSD contract with SES provider will be cancelled, all students under the contract will be reassigned and SES provider will be reported to CDE.

SES Providers will not be paid for services if an ISSA is submitted incomplete or not at all. ISSA must include parent and student signatures.

I hereby acknowledge receipt of said contract and the above revisions and send this letter of acknowledgment.

Federal & External Programs Manager
Printed Name/Title

10/3/14
Date

Mary Lockman
Signature

Applied Scholastics International
SES Provider

**CENTER JOINT UNIFIED SCHOOL DISTRICT
STATE AND FEDERAL PROGRAMS**

MASTER CONTRACT

TITLE I – SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDERS

THIS MASTER CONTRACT ("Contract") is made and entered into on October 16, 2014, between the Center Joint Unified School District (hereinafter referred to as "LEA" [local educational agency] or "District"), a public school district duly operating under the laws of the State of California, and Brain Hurricane, LLC, 12215 Telegraph Road, Ste. 110, Santa Fe Springs, CA 90670, 877-668-8867, Fax 888-351-6012 the supplementary service provider (hereinafter referred to as "PROVIDER") for the purpose of providing supplementary services to eligible LEA students. "Eligible students" are those students identified by the District who meet specific requirements under Title I.

WHEREAS, the LEA is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, the LEA is in need of such special services and advice;

WHEREAS, PROVIDER is specially trained and experienced and competent to perform the special services required by the LEA, and such services are needed on a limited basis;

WHEREAS, the No Child Left Behind Act, 20 U.S.C. Section 1116(e)(3)(A) outlines the requirements for supplemental educational services;

WHEREAS, Section 6316(e)(3) contains the following requirements:

- a. Requires the LEA to develop, in consultation with a school representative, parents (and the provider chosen by parents), a statement of specific measurable achievement goals which are based upon the student's area of need as identified from the California standards assessments; how the student's progress will be measured, and a timetable for improving achievement, in the case of a student with disabilities, is consistent with the student's IEP;
- b. Requires a description of how and when the PROVIDER will regularly inform, in accordance with the ISSA (Individual Supplemental Services Agreement), the student's parent, school liaison and LEA of the student's progress toward achievement of the agreed upon measurable goals;
- c. Requires a provision for the termination of the agreement if the provider is unable to meet the goals and timetables required;
- d. Requires provisions with respect to the making payment to the provider by the LEA;
- e. Prohibits the provider from disclosing to the public the identity of any student eligible for, or receiving supplemental services without the written permission of the parent of such student;

WHEREAS, PROVIDER has been approved by the California State Department of Education and has met the qualifications to be certified as a supplementary service provider; and

WHEREAS, PROVIDER is willing to provide such services to LEA's eligible students if selected by the parents/guardians of eligible students.

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, it is agreed between the parties as follows:

I. Individual Supplementary Services Agreements

An Individual Supplementary Services Agreement (ISSA) shall be developed by LEA in consultation with parents/guardians and PROVIDER for each LEA eligible student whose parent/guardian elects to receive supplementary services from PROVIDER. Changes in any student's ISSA may only be made with the written consent of LEA in consultation with parents/guardians. PROVIDER, LEA or the parents/guardians may request a review of a student's ISSA. In conjunction with the liaison, the PROVIDER shall insure that all student ISSAs are completed within forty-five (45) days of receipt of student information or by exception based on a mutual written agreement between the LEA and PROVIDER.

Provider shall administer a standards based pre and post test assessment.

PROVIDER shall not unilaterally terminate any ISSA. PROVIDER shall obtain written authorization from LEA before terminating any ISSA.

Parents/guardians shall not be charged for any services rendered under the ISSA unless such services and charges are clearly identified in writing and agreed upon in advance in a writing signed by the parents/guardians. In no event shall the agreed upon charges obligate the LEA financially, nor shall the LEA incur any obligation or expense in excess of the state/federal reimbursement amount. Preliminary allocations indicate a per student rate will be \$799.71 per student, adjustments to this amount may be made pending final notification from the state. PROVIDERS shall receive compensation only for sessions actually attended by LEA students and for supplemental educational services actually provided to LEA students. Providers shall not receive compensation in the event of student absences, regardless of the reason for absence.

2. Incentives and Rewards

Incentives and rewards must be appropriately related to the purpose of the student's *Individual Supplemental Services Agreement* for academic achievement and should reasonably motivate or reward students for achievement of the specific goals of the *Individual Supplemental Services Agreement*. Additionally, the incentive or reward must be directly related to a motivational activity which is part of the provider's plan to facilitate academic achievement. Under no circumstances shall parents/guardians and/or students be given an incentive for enrolling in a specific Supplemental Educational Services Program.

The cost of the incentives and/or rewards must not be exorbitant and must not diminish the effectiveness of the original intent of Supplemental Educational Services set forth in the "No Child Left behind" legislation of 2001. Provider will not provide any up-front incentive at over \$2.00 per student to parent or students to encourage signing up for provider's services or to encourage any other student or parent to sign up for provider's services.

3. Parents/Guardianship

For the purpose of the Contract, a parent is the natural or adoptive parent, legal guardian, or a surrogate parent appointed by LEA.

4. Student Records

A student record is defined by State and Federal Law, and essentially is any document prepared or retained by PROVIDER with an individual student's name referenced therein. All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain an access log
(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

delineating date, time, agency, and identity of any individual accessing student records who is not in the direct employ of the PROVIDER. PROVIDER shall not provide access or forward to any other person other than parents/guardians or LEA any student record including student email address without the written consent of the parent/guardian or LEA. PROVIDER agrees to provide access to and copies of student records including assessments, progress reports, samples of student work and end of year student report reflecting percentage of objectives met by the student to LEA and/or the parents/guardians of LEA's student. PROVIDER will also provide LEA with an end of year summary indicating the total number of students that met 95% of their objectives during the period of the contract. No later than thirty (30) days after termination of services PROVIDER shall turn over to LEA all required documents for all Center Unified students in their program.

5. Access by LEA

PROVIDER shall notify LEA of the location and/or any change in location at which it is providing services to LEA's eligible students. It shall allow LEA representatives access to its facilities for periodic monitoring of each student's instructional program and shall be invited to participate in the review of each student's progress by LEA. Such access shall include unannounced monitoring visits. LEA representatives shall have ongoing access to observe each student at work, observe the instructional setting, interview PROVIDER, and review each student's progress as well as access to all student records maintained on site including the behavior intervention plan, if any.

6. Fingerprints/TB Clearance

In accordance with California Education Code § 45125.1, PROVIDER shall conduct a criminal background check of its employees and/or subcontractors and, upon receipt of those checks, certify to the LEA that no employee and/or subcontractors of PROVIDER working with students of the school district has been convicted of a violent or serious felony as defined by statutes. PROVIDER shall supply LEA with a list of names of those employees and/or subcontractors who are cleared to work with students of the LEA. A fingerprint certification will be required. Additionally all providers will be required to submit a TB clearance for those employed and/or subcontractors who will be working with students.

7. Independent Contractor Status

This agreement is by and between two independent agents and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this agreement.

It is the responsibility of the PROVIDER to insure that all of its employees are informed of all provisions as outlined in this contract prior to working with families/students.

8. Conflict of Interest:

This Agreement is subject to LEA Board Policy 2300 governing conflicts of interest. PROVIDER agrees to furnish to LEA (upon request) a valid copy of the most recently adopted partnership agreements or bylaws of the corporation and also a complete and accurate list of the Governing Board of Directors (or Trustees or Partners) and to timely update said information as changes in such governance occur. PROVIDER shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited, to employment with LEA, including its charter schools.

9. Accident/Incident Report

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

PROVIDER agrees to submit a written accident report to LEA within five (5) days of an accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

10. Discrimination

PROVIDER shall not discriminate on the basis of race, color, religion, sex, national origin, age, ancestry, ethnicity, gender, sexual orientation, sexual preference or physical or mental disability in employment or operation of its programs.

11. Child Abuse Reporting

PROVIDER assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under California law, including but not limited to, California Education Code § 49370 and California Penal Code § 11166 et seq. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours an accident or incident report to LEA when it becomes aware of circumstances including, but not limited to: allegations of molestation, child abuse, missing children under PROVIDER's supervision.

12. Supplies, Equipment and Facilities

PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a pupil as required in his/her ISSA. A PROVIDER who desires to use District facilities must make a separate application for use of facilities through the District's Use of Facilities procedures. As noted in the "District Use of Facilities" packet, the use of science and computer labs is disallowed.

13. Inspection and Audit

PROVIDER shall provide access to and the LEA shall have the right to examine and audit, upon the LEA's request, all of the records, reports, or other matter relating to the Contract. Fiscal records shall be maintained by PROVIDER for five (5) years and shall be available for audit. Records that no longer need to be retained must be shredded/destroyed in a manner that maintains confidentiality.

14. Indemnification

PROVIDER shall defend, hold harmless, and indemnify LEA and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this agreement.

LEA shall defend, hold harmless and indemnify PROVIDER and its governing board, offices, agents, and employees from all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever resulting from the negligence or intentional acts of LEA, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this agreement.

LEA shall not be liable for acts of the student(s) or the student's parent/guardian, family member, etc.

15. Insurance

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

During the entire term of this agreement and any extension or modification thereof, PROVIDER shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of service(s) by PROVIDER, of at least one million dollars (\$1,000,000.00) for each person and one million dollars (\$1,000,000.00) for all accidents or occurrences for all damages arising out of death, bodily injury, sickness or disease from any one accident or occurrence, and one million dollars (\$1,000,000.00) for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. Not later than the effective date of this agreement, PROVIDER shall provide LEA with satisfactory evidence of insurance, naming LEA as additional certificate holder, including a provision for a twenty (20) calendar day written notice to LEA before cancellation or material change, evidencing the above-specific coverage. The PROVIDER shall at its own cost and expense procedure and maintain insurance under the Worker's Compensation Law of California, if applicable. LEA reserves the right to revise the requirements of this provision at any time. If LEA determines that additional insurance coverage is necessary, LEA will reopen negotiations with PROVIDER to modify the terms of this agreement.

16. Billing Amount

PROVIDER'S hourly rate for services rendered shall be \$ 75.00 per hour. The total amount of services rendered during the term of this contract shall not exceed the final per student allocation as indicated by the state. The student-teacher ratio for this hourly rate will be 1:1, online services shall begin within thirty (30) days of the completion of the ISSA.

17. Monthly Invoices

PROVIDER shall comply with all procedures concerning enrollment, contracting, attendance reporting, and billing as specified by LEA.

PROVIDER shall submit to LEA monthly invoices itemized by name/address of student, service provided and actual number of hours for which services were provided, including attendance verification logs signed by parent and/or guardian or computer log-in records. LEA shall not pay for non-attendance of students. Such invoices with amount due shall be submitted within thirty (30) days of the rendering of services. Invoices and related documents shall be submitted on a form and in the manner prescribed by LEA. LEA shall process payments to PROVIDER within forty-five (45) days of submission of such invoices, except in those situations identified in Paragraph 18, below.

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PROVIDER shall maintain daily records of student service provided, including the name/address of student, the name of PROVIDER's employee who rendered the service, and the amount of time of such service. PROVIDER shall permit access to and/or a copy of such records to LEA upon request. Parent shall receive a copy of the monthly attendance log.

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LEA may withhold payment to PROVIDER, on ten (10) working days written notice of such withholding, when in the opinion of the LEA:

- a. PROVIDER's performance, in whole or in part, either has not been carried out or is insufficiently documented.
- b. PROVIDER has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.
- c. PROVIDER has failed to submit the invoice in a timely manner.

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If LEA gives notice of intent to withhold, PROVIDER shall have fourteen (14) days from the date of receipt of said notice to correct such deficiency. Provider may submit a written extension to correct the deficiencies and/or may invoke the dispute resolution provision herein. LEA shall process submitted re-billing invoices to PROVIDER within forty-five (45) days of submission of such invoices.

20. Modifications and Amendments:

This Contract may be modified or amended only by a written document signed by authorized representatives of PROVIDER and LEA. No change in this Contract or in the ISSA shall result in a LEA financial obligation to PROVIDER in excess of the State/Federal reimbursement rate per student per year to the LEA.

21. Disputes

Disputes between LEA and PROVIDER concerning the meaning, requirements or performance of this contract shall be submitted in writing to the Superintendent of the Center Joint Unified School District. The determination of the LEA's Superintendent shall be made in writing and shall be binding on both parties.

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PROVIDER shall not subcontract or assign any of the work contemplated under this Contract without first obtaining written approval from the LEA. Such approval shall be attached and made part of this Contract. Subcontracts or assignments may be entered into only with providers certified by the California Department of Education.

Any sub-contractor or assignee shall be bound by all of the terms of this Contract, including the insurance and indemnification provisions, and it shall be PROVIDER'S responsibility to obtain the agreement of subcontractor/assignee to comply with all terms contained herein.

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- c. In consideration of this payment, PROVIDER waives all rights to any further payment or damage. Upon termination, PROVIDER shall turn over to LEA all student records in its possession generated as a result of services rendered under this Contract, possessed by PROVIDER or under its control at the time of termination.
- d. An Individual Supplementary Services Agreement may be terminated by PROVIDER only upon consent of the LEA. An ISSA shall terminate if the student ceases to be enrolled in the District. Upon termination under this paragraph, final payment from LEA will be calculated based upon a pro-rata calculation of total services agreed-upon in the ISSA for which the LEA is responsible for payment, divided by that portion of services actually rendered.
- e. The PROVIDER must provide the LEA with written documentation of termination of services for any student within 7 days. LEA will be provided with the specifics as to why a student who has chosen said PROVIDER is not receiving services from the PROVIDER. The district and the provider will
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each contact the parent of a student who does not attend prior to terminating the student's participation in the SES program.

24. Compliance with Laws

During the term of this agreement, PROVIDER shall comply with all applicable federal, State Board of Education, and local statutes, laws ordinances, rules and regulations relating to the provision of supplementary services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

25. Entire Agreement

This Agreement constitutes the entire agreement between LEA and PROVIDER and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated.

26. Governing Law

The terms and conditions of this agreement shall be governed by the laws of the state of California with venue in Sacramento County, California.

27. Severability Clause

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

28. Notices

Notices required under this Contract shall be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

For the LEA: Tami JBeily, Coordinator
Categorical Programs and Grants
Center Joint Unified School District
8408 Watt Avenue
Antelope, CA 95843

For PROVIDER: **Brain Hurricane, LLC**
12215 Telegraph Road, Ste. 110
Santa Fe Springs, CA 90670

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

29. **Authorized Representative**

The persons signing this Contract certify they are the authorized representatives of the respective parties, and are authorized to sign this document. Services are limited to the per student allocation determined by the district.

The parties hereto have executed this agreement by and through their duly authorized agents or representatives. This contract is effective October 16, 2013, and terminates at 5:00 p.m. on May 28, 2015, unless sooner terminated as provided herein.

FED ID: 611402025

PROVIDER:


BRAIN HURRICANE

CENTER JOINT UNIFIED SCHOOL DISTRICT:

BY:


BLANCA FLORES, DIRECTOR
Founder/Chairperson

BY:


Tami Beily,
Coordinator State and Federal Programs

APPROVED AS TO FORM: _____

General Counsel

Legal Services

Center Joint Unified School District

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

C 8



Established 1858

Center Joint Unified School District

Instructional Services

8408 Watt Avenue • Antelope, CA 98843-9116
(916) 338-6320 • Fax (916) 338-6329

BOARD OF TRUSTEES

Nancy Anderson
Jeremy Hunt
Kelly Kelley
Deirae M. Pope
Donald E. Wilson

SUPERINTENDENT

Scott A. Loefer

Date: October 3, 2014

From: Tami JBeily
Coordinator of Federal & State Programs

To: SES Providers

I am sending the below information as an addendum to the CJUSD Master Contract for your review and understanding.

Signed SES Provider contracts and addendum must be signed and returned via email, Attn: Paula Robinson at probinson@centerusd.org no later than Monday, October 6, 2014.

Contracts will be approved by the CJUSD Board of Trustees at the October 15, 2014 Board Meeting. SES providers will be notified by email that the CJUSD Board has approved the contract. Student lists will be provided as an attachment to the notification email. Services must start within 14 calendar days from the date the SES provider is notified of board approval. If services do not begin within 14 calendar days, CJUSD will cancel the contract and will reassign students to another SES provider.

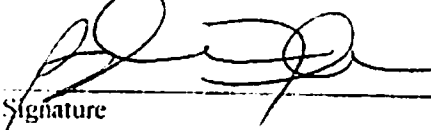
Only the parents or guardian of student may complete Application for SES services. Application must be an original parent signature, not a copy. For verification purposes, parent signatures on SES applications will be compared to parent signatures on school registration packets. Should signatures not match, the CJUSD contract with SES provider will be cancelled, all students under the contract will be reassigned and SES provider will be reported to CDE.

SES Providers will not be paid for services if an ISSA is submitted incomplete or not at all. ISSA must include parent and student signatures.

I hereby acknowledge receipt of said contract and the above revisions and send this letter of acknowledgment.

BLANCA FLORES, DIRECTOR
Printed Name/Title

10/6/14
Date


Signature

BLANCA FLORES
SES Provider

**CENTER JOINT UNIFIED SCHOOL DISTRICT
STATE AND FEDERAL PROGRAMS**

MASTER CONTRACT

TITLE I – SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDERS

THIS MASTER CONTRACT ("Contract") is made and entered into on October 16, 2014, between the Center Joint Unified School District (hereinafter referred to as "LEA" [local educational agency] or "District"), a public school district duly operating under the laws of the State of California, and Carter, Reddy & Associates, Inc. 2637 E Atlantic Blvd., #20686, Pompano Beach, FL 33062, 800-970-1796, Fax 425-696-0254 the supplementary service provider (hereinafter referred to as "PROVIDER") for the purpose of providing supplementary services to eligible LEA students. "Eligible students" are those students identified by the District who meet specific requirements under Title I.

WHEREAS, the LEA is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, the LEA is in need of such special services and advice;

WHEREAS, PROVIDER is specially trained and experienced and competent to perform the special services required by the LEA, and such services are needed on a limited basis;

WHEREAS, the No Child Left Behind Act, 20 U.S.C. Section 1116(e)(3)(A) outlines the requirements for supplemental educational services;

WHEREAS, Section 6316(e)(3) contains the following requirements:

- a. Requires the LEA to develop, in consultation with a school representative, parents (and the provider chosen by parents), a statement of specific measurable achievement goals which are based upon the student's area of need as identified from the California standards assessments; how the student's progress will be measured, and a timetable for improving achievement, in the case of a student with disabilities, is consistent with the student's IEP;
- b. Requires a description of how and when the PROVIDER will regularly inform, in accordance with the ISSA (Individual Supplemental Services Agreement), the student's parent, school liaison and LEA of the student's progress toward achievement of the agreed upon measurable goals;
- c. Requires a provision for the termination of the agreement if the provider is unable to meet the goals and timetables required;
- d. Requires provisions with respect to the making payment to the provider by the LEA;
- e. Prohibits the provider from disclosing to the public the identity of any student eligible for, or receiving supplemental services without the written permission of the parent of such student;

WHEREAS, PROVIDER has been approved by the California State Department of Education and has met the qualifications to be certified as a supplementary service provider; and

WHEREAS, PROVIDER is willing to provide such services to LEA's eligible students if selected by the parents/guardians of eligible students.

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, it is agreed between the parties as follows:

1. Individual Supplementary Services Agreements

An Individual Supplementary Services Agreement (ISSA) shall be developed by LEA in consultation with parents/guardians and PROVIDER for each LEA eligible student whose parent/guardian elects to receive supplementary services from PROVIDER. Changes in any student's ISSA may only be made with the written consent of LEA in consultation with parents/guardians. PROVIDER, LEA or the parents/guardians may request a review of a student's ISSA. In conjunction with the liaison, the PROVIDER shall insure that all student ISSAs are completed within forty-five (45) days of receipt of student information or by exception based on a mutual written agreement between the LEA and PROVIDER.

Provider shall administer a standards based pre and post test assessment.

PROVIDER shall not unilaterally terminate any ISSA. PROVIDER shall obtain written authorization from LEA before terminating any ISSA.

Parents/guardians shall not be charged for any services rendered under the ISSA unless such services and charges are clearly identified in writing and agreed upon in advance in a writing signed by the parents/guardians. In no event shall the agreed upon charges obligate the LEA financially, nor shall the LEA incur any obligation or expense in excess of the state/federal reimbursement amount. Preliminary allocations indicate a per student rate will be \$799.71 per student, adjustments to this amount may be made pending final notification from the state. PROVIDERS shall receive compensation only for sessions actually attended by LEA students and for supplemental educational services actually provided to LEA students. Providers shall not receive compensation in the event of student absences, regardless of the reason for absence.

2. Incentives and Rewards

Incentives and rewards must be appropriately related to the purpose of the student's *Individual Supplemental Services Agreement* for academic achievement and should reasonably motivate or reward students for achievement of the specific goals of the *Individual Supplemental Services Agreement*. Additionally, the incentive or reward must be directly related to a motivational activity which is part of the provider's plan to facilitate academic achievement. Under no circumstances shall parents/guardians and/or students be given an incentive for enrolling in a specific Supplemental Educational Services Program.

The cost of the incentives and/or rewards must not be exorbitant and must not diminish the effectiveness of the original intent of Supplemental Educational Services set forth in the "*No Child Left behind*" legislation of 2001. Provider will not provide any up-front incentive at over \$2.00 per student to parent or students to encourage signing up for provider's services or to encourage any other student or parent to sign up for provider's services.

3. Parents/Guardianship

For the purpose of the Contract, a parent is the natural or adoptive parent, legal guardian, or a surrogate parent appointed by LEA.

4. Student Records

A student record is defined by State and Federal Law, and essentially is any document prepared or retained by PROVIDER with an individual student's name referenced therein. All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain an access log
(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

delineating date, time, agency, and identity of any individual accessing student records who is not in the direct employ of the PROVIDER. PROVIDER shall not provide access or forward to any other person other than parents/guardians or LEA any student record including student email address without the written consent of the parent/guardian or LEA. PROVIDER agrees to provide access to and copies of student records including assessments, progress reports, samples of student work and end of year student report reflecting percentage of objectives met by the student to LEA and/or the parents/guardians of LEA's student. PROVIDER will also provide LEA with an end of year summary indicating the total number of students that met 95% of their objectives during the period of the contract. No later than thirty (30) days after termination of services PROVIDER shall turn over to LEA all required documents for all Center Unified students in their program.

5. Access by LEA

PROVIDER shall notify LEA of the location and/or any change in location at which it is providing services to LEA's eligible students. It shall allow LEA representatives access to its facilities for periodic monitoring of each student's instructional program and shall be invited to participate in the review of each student's progress by LEA. **Such access shall include unannounced monitoring visits.** LEA representatives shall have ongoing access to observe each student at work, observe the instructional setting, interview PROVIDER, and review each student's progress as well as access to **all student records maintained on site** including the behavior intervention plan, if any.

6. Fingerprints/TB Clearance

In accordance with California Education Code § 45125.1, PROVIDER shall conduct a criminal background check of its employees and/or subcontractors and, upon receipt of those checks, certify to the LEA that no employee and/or subcontractors of PROVIDER working with students of the school district has been convicted of a violent or serious felony as defined by statutes. PROVIDER shall supply LEA with a list of names of those employees and/or subcontractors who are cleared to work with students of the LEA. A fingerprint certification will be required. Additionally all providers will be required to submit a TB clearance for those employed and/or subcontractors who will be working with students.

7. Independent Contractor Status

This agreement is by and between two independent agents and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this agreement.

It is the responsibility of the PROVIDER to insure that all of its employees are informed of all provisions as outlined in this contract prior to working with families/students.

8. Conflict of Interest:

This Agreement is subject to LEA Board Policy 2300 governing conflicts of interest. PROVIDER agrees to furnish to LEA (upon request) a valid copy of the most recently adopted partnership agreements or bylaws of the corporation and also a complete and accurate list of the Governing Board of Directors (or Trustees or Partners) and to timely update said information as changes in such governance occur. PROVIDER shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited, to employment with LEA, including its charter schools.

9. Accident/Incident Report

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

PROVIDER agrees to submit a written accident report to LEA within five (5) days of an accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

10. Discrimination

PROVIDER shall not discriminate on the basis of race, color, religion, sex, national origin, age, ancestry, ethnicity, gender, sexual orientation, sexual preference or physical or mental disability in employment or operation of its programs.

11. Child Abuse Reporting

PROVIDER assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under California law, including but not limited to, California Education Code § 49370 and California Penal Code § 11166 et seq. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours an accident or incident report to LEA when it becomes aware of circumstances including, but not limited to: allegations of molestation, child abuse, missing children under PROVIDER's supervision.

12. Supplies, Equipment and Facilities

PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a pupil as required in his/her ISSA. A PROVIDER who desires to use District facilities must make a separate application for use of facilities through the District's Use of Facilities procedures. As noted in the "District Use of Facilities" packet, the use of science and computer labs is disallowed.

13. Inspection and Audit

PROVIDER shall provide access to and the LEA shall have the right to examine and audit, upon the LEA's request, all of the records, reports, or other matter relating to the Contract. Fiscal records shall be maintained by PROVIDER for five (5) years and shall be available for audit. Records that no longer need to be retained must be shredded/destroyed in a manner that maintains confidentiality.

14. Indemnification

PROVIDER shall defend, hold harmless, and indemnify LEA and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this agreement.

LEA shall defend, hold harmless and indemnify PROVIDER and its governing board, offices, agents, and employees from all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever resulting from the negligence or intentional acts of LEA, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this agreement.

LEA shall not be liable for acts of the student(s) or the student's parent/guardian, family member, etc.

15. Insurance

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

During the entire term of this agreement and any extension or modification thereof, PROVIDER shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of service(s) by PROVIDER, of at least one million dollars (\$1,000,000.00) for each person and one million dollars (\$1,000,000.00) for all accidents or occurrences for all damages arising out of death, bodily injury, sickness or disease from any one accident or occurrence, and one million dollars (\$1,000,000.00) for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. Not later than the effective date of this agreement, PROVIDER shall provide LEA with satisfactory evidence of insurance, naming LEA as additional certificate holder, including a provision for a twenty (20) calendar day written notice to LEA before cancellation or material change, evidencing the above-specific coverage. The PROVIDER shall at its own cost and expense procedure and maintain insurance under the Worker's Compensation Law of California, if applicable. LEA reserves the right to revise the requirements of this provision at any time. If LEA determines that additional insurance coverage is necessary, LEA will reopen negotiations with PROVIDER to modify the terms of this agreement.

16. Billing Amount

PROVIDER'S hourly rate for services rendered shall be \$ 65.00 per hour. The total amount of services rendered during the term of this contract shall not exceed the final per student allocation as indicated by the state. The student-teacher ratio for this hourly rate will be 1:1, online services shall begin within thirty (30) days of the completion of the ISSA.

17. Monthly Invoices

PROVIDER shall comply with all procedures concerning enrollment, contracting, attendance reporting, and billing as specified by LEA.

PROVIDER shall submit to LEA monthly invoices itemized by name/address of student, service provided and actual number of hours for which services were provided, including attendance verification logs signed by parent and/or guardian or computer log-in records. LEA shall not pay for non-attendance of students. Such invoices with amount due shall be submitted within thirty (30) days of the rendering of services. **Invoices and related documents shall be submitted on a form and in the manner prescribed by LEA.** LEA shall process payments to PROVIDER within forty-five (45) days of submission of such invoices, except in those situations identified in Paragraph 18, below.

18. Records of Attendance

PROVIDER shall maintain daily records of student service provided, including the name/address of student, the name of PROVIDER's employee who rendered the service, and the amount of time of such service. PROVIDER shall permit access to and/or a copy of such records to LEA upon request. Parent shall receive a copy of the monthly attendance log.

19. Right to Withhold

LEA may withhold payment to PROVIDER, on ten (10) working days written notice of such withholding, when in the opinion of the LEA:

- a. PROVIDER's performance, in whole or in part, either has not been carried out or is insufficiently documented.
- b. PROVIDER has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.
- c. PROVIDER has failed to submit the invoice in a timely manner.

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

If LEA gives notice of intent to withhold, PROVIDER shall have fourteen (14) days from the date of receipt of said notice to correct such deficiency. Provider may submit a written extension to correct the deficiencies and/or may invoke the dispute resolution provision herein. LEA shall process submitted re-billing invoices to PROVIDER within forty-five (45) days of submission of such invoices.

20. Modifications and Amendments:

This Contract may be modified or amended only by a written document signed by authorized representatives of PROVIDER and LEA. No change in this Contract or in the ISSA shall result in a LEA financial obligation to PROVIDER in excess of the State/Federal reimbursement rate per student per year to the LEA.

21. Disputes

Disputes between LEA and PROVIDER concerning the meaning, requirements or performance of this contract shall be submitted in writing to the Superintendent of the Center Joint Unified School District. The determination of the LEA's Superintendent shall be made in writing and shall be binding on both parties.

22. Subcontract and Assignment

PROVIDER shall not subcontract or assign any of the work contemplated under this Contract without first obtaining written approval from the LEA. Such approval shall be attached and made part of this Contract. Subcontracts or assignments may be entered into only with providers certified by the California Department of Education.

Any sub-contractor or assignee shall be bound by all of the terms of this Contract, including the insurance and indemnification provisions, and it shall be PROVIDER'S responsibility to obtain the agreement of subcontractor/assignee to comply with all terms contained herein.

23. Termination

- a. This agreement may be terminated by LEA or PROVIDER at any time, as provided herein. PROVIDER's exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing ISSA's.
- b. To terminate this Contract, either party shall give twenty (20) calendar days written notice prior to the date of the termination. Upon termination without default of PROVIDER, LEA shall pay, without duplication, for all services satisfactorily performed to date of termination.
- c. In consideration of this payment, PROVIDER waives all rights to any further payment or damage. Upon termination, PROVIDER shall turn over to LEA all student records in its possession generated as a result of services rendered under this Contract, possessed by PROVIDER or under its control at the time of termination.
- d. An Individual Supplementary Services Agreement may be terminated by PROVIDER only upon consent of the LEA. An ISSA shall terminate if the student ceases to be enrolled in the District. Upon termination under this paragraph, final payment from LEA will be calculated based upon a pro-rata calculation of total services agreed-upon in the ISSA for which the LEA is responsible for payment, divided by that portion of services actually rendered.
- e. The PROVIDER must provide the LEA with written documentation of termination of services for any student within 7 days. LEA will be provided with the specifics as to why a student who has chosen said PROVIDER is not receiving services from the PROVIDER. The district and the provider will
(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

each contact the parent of a student who does not attend prior to terminating the student's participation in the SES program.

24. Compliance with Laws

During the term of this agreement, PROVIDER shall comply with all applicable federal, State Board of Education, and local statutes, laws ordinances, rules and regulations relating to the provision of supplementary services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

25. Entire Agreement

This Agreement constitutes the entire agreement between LEA and PROVIDER and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated.

26. Governing Law

The terms and conditions of this agreement shall be governed by the laws of the state of California with venue in Sacramento County, California.

27. Severability Clause

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

28. Notices

Notices required under this Contract shall be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

For the LEA: Tami J Beily, Coordinator
Categorical Programs and Grants
Center Joint Unified School District
8408 Watt Avenue
Antelope, CA 95843

For PROVIDER: **Carter, Reddy & Associates, Inc]**
2637 E Atlantic Blvd., # 2068d
Pompano Beach, FL 33064

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

29. Authorized Representative

The persons signing this Contract certify they are the authorized representatives of the respective parties, and are authorized to sign this document. Services are limited to the per student allocation determined by the district.

The parties hereto have executed this agreement by and through their duly authorized agents or representatives. This contract is effective October 16, 2014, and terminates at 5:00 p.m. on May 28, 2015, unless sooner terminated as provided herein.

FED ID: 46 5420838

PROVIDER:
Carter, Reddy & Associates, Inc.

CENTER JOINT UNIFIED SCHOOL DISTRICT:

BY: J. Wilson
Jack Wilson
Manager

BY: Tami J Beily
Tami J Beily,
Coordinator State and Federal Programs

APPROVED AS TO FORM: _____
General Counsel
Legal Services
Center Joint Unified School District

29. Authorized Representative

The persons signing this Contract certify they are the authorized representatives of the respective parties, and are authorized to sign this document. Services are limited to the per student allocation determined by the district.

The parties hereto have executed this agreement by and through their duly authorized agents or representatives. This contract is effective October 16, 2014, and terminates at 5:00 p.m. on May 28, 2015, unless sooner terminated as provided herein.


FED ID: 46 5420838

PROVIDER: _____

CENTER JOINT UNIFIED SCHOOL DISTRICT:

BY: _____

Founder/Chairperson

BY: 
Tami J. Beily,
Coordinator State and Federal Programs

APPROVED AS TO FORM: _____
General Counsel
Legal Services
Center Joint Unified School District

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)



Center Joint Unified School District

Instructional Services

8408 Watt Avenue • Antelope, CA 98843-9116
(916) 338-6320 • Fax (916) 338-6329

Established 1858

BOARD OF TRUSTEES

Nancy Anderson
Jeremy Hunt
Kelly Kelley
Delrae M. Pope
Donald E. Wilson

SUPERINTENDENT

Scott A. Loehr

Date: October 3, 2014

From: Tami JBeily
Coordinator of Federal & State Programs

To: SES Providers

I am sending the below information as an addendum to the CJUSD Master Contract for your review and understanding.

Signed SES Provider contracts and addendum must be signed and returned via email, Attn: Paula Robinson at probinson@centerusd.org no later than Monday, October 6, 2014.

Contracts will be approved by the CJUSD Board of Trustees at the October 15, 2014 Board Meeting. SES providers will be notified by email that the CJUSD Board has approved the contract. Student lists will be provided as an attachment to the notification email. Services must start within 14 calendar days from the date the SES provider is notified of board approval. If services do not begin within 14 calendar days, CJUSD will cancel the contract and will reassign students to another SES provider.

Only the parents or guardian of student may complete Application for SES services. Application must be an original parent signature, not a copy. For verification purposes, parent signatures on SES applications will be compared to parent signatures on school registration packets. Should signatures not match, the CJUSD contract with SES provider will be cancelled, all students under the contract will be reassigned and SES provider will be reported to CDE.

SES Providers will not be paid for services if an ISSA is submitted incomplete or not at all. ISSA must include parent and student signatures.

I hereby acknowledge receipt of said contract and the above revisions and send this letter of acknowledgment.

Jack Wilson, Manager
Printed Name/Title

October 6, 2014
Date

T. Wilson
Signature

Carter, Reddy & Associates, Inc.
SES Provider

**CENTER JOINT UNIFIED SCHOOL DISTRICT
STATE AND FEDERAL PROGRAMS**

MASTER CONTRACT

TITLE I – SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDERS

THIS MASTER CONTRACT ("Contract") is made and entered into on October 16, 2014, between the Center Joint Unified School District (hereinafter referred to as "LEA" [local educational agency] or "District"), a public school district duly operating under the laws of the State of California, and Club Z! In-Home Tutoring Services, Inc., 520 9th Street, Room 102, Sacramento, CA 95814, 916-714-2770, 916-880-5398 The supplementary service provider (hereinafter referred to as "PROVIDER") for the purpose of providing supplementary services to eligible LEA students. "Eligible students" are those students identified by the District who meet specific requirements under Title I.

WHEREAS, the LEA is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, the LEA is in need of such special services and advice;

WHEREAS, PROVIDER is specially trained and experienced and competent to perform the special services required by the LEA, and such services are needed on a limited basis;

WHEREAS, the No Child Left Behind Act, 20 U.S.C. Section 1116(e)(3)(A) outlines the requirements for supplemental educational services;

WHEREAS, Section 6316(e)(3) contains the following requirements:

- a. Requires the LEA to develop, in consultation with a school representative, parents (and the provider chosen by parents), a statement of specific measurable achievement goals which are based upon the student's area of need as identified from the California standards assessments; how the student's progress will be measured, and a timetable for improving achievement, in the case of a student with disabilities, is consistent with the student's IEP;
- b. Requires a description of how and when the PROVIDER will regularly inform, in accordance with the ISSA (Individual Supplemental Services Agreement), the student's parent, school liaison and LEA of the student's progress toward achievement of the agreed upon measurable goals;
- c. Requires a provision for the termination of the agreement if the provider is unable to meet the goals and timetables required;
- d. Requires provisions with respect to the making payment to the provider by the LEA;
- e. Prohibits the provider from disclosing to the public the identity of any student eligible for, or receiving supplemental services without the written permission of the parent of such student;

WHEREAS, PROVIDER has been approved by the California State Department of Education and has met the qualifications to be certified as a supplementary service provider; and

WHEREAS, PROVIDER is willing to provide such services to LEA's eligible students if selected by the parents/guardians of eligible students.

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, it is agreed between the parties as follows:

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Provider shall administer a standards based pre and post test assessment.

PROVIDER shall not unilaterally terminate any ISSA. PROVIDER shall obtain written authorization from LEA before terminating any ISSA.

Parents/guardians shall not be charged for any services rendered under the ISSA unless such services and charges are clearly identified in writing and agreed upon in advance in a writing signed by the parents/guardians. In no event shall the agreed upon charges obligate the LEA financially, nor shall the LEA incur any obligation or expense in excess of the state/federal reimbursement amount. Preliminary allocations indicate a per student rate will be **\$799.71 per student**, adjustments to this amount may be made pending final notification from the state. PROVIDERS shall receive compensation only for sessions actually attended by LEA students and for supplemental educational services actually provided to LEA students. Providers shall not receive compensation in the event of student absences, regardless of the reason for absence.

2. Incentives and Rewards

Incentives and rewards must be appropriately related to the purpose of the student's *Individual Supplemental Services Agreement* for academic achievement and should reasonably motivate or reward students for achievement of the specific goals of the *Individual Supplemental Services Agreement*. Additionally, the incentive or reward must be directly related to a motivational activity which is part of the provider's plan to facilitate academic achievement. Under no circumstances shall parents/guardians and/or students be given an incentive for enrolling in a specific Supplemental Educational Services Program.

The cost of the incentives and/or rewards must not be exorbitant and must not diminish the effectiveness of the original intent of Supplemental Educational Services set forth in the "*No Child Left behind*" legislation of 2001. Provider will not provide any up-front incentive at over \$2.00 per student to parent or students to encourage signing up for provider's services or to encourage any other student or parent to sign up for provider's services.

3. Parents/Guardianship

For the purpose of the Contract, a parent is the natural or adoptive parent, legal guardian, or a surrogate parent appointed by LEA.

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A student record is defined by State and Federal Law, and essentially is any document prepared or retained by PROVIDER with an individual student's name referenced therein. All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain an access log
(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

delineating date, time, agency, and identity of any individual accessing student records who is not in the direct employ of the PROVIDER. PROVIDER shall not provide access or forward to any other person other than parents/guardians or LEA any student record including student email address without the written consent of the parent/guardian or LEA. PROVIDER agrees to provide access to and copies of student records including assessments, progress reports, samples of student work and end of year student report reflecting percentage of objectives met by the student to LEA and/or the parents/guardians of LEA's student. PROVIDER will also provide LEA with an end of year summary indicating the total number of students that met 95% of their objectives during the period of the contract. No later than thirty (30) days after termination of services PROVIDER shall turn over to LEA all required documents for all Center Unified students in their program.

5. Access by LEA

PROVIDER shall notify LEA of the location and/or any change in location at which it is providing services to LEA's eligible students. It shall allow LEA representatives access to its facilities for periodic monitoring of each student's instructional program and shall be invited to participate in the review of each student's progress by LEA. **Such access shall include unannounced monitoring visits.** LEA representatives shall have ongoing access to observe each student at work, observe the instructional setting, interview PROVIDER, and review each student's progress as well as access to **all student records maintained on site** including the behavior intervention plan, if any.

6. Fingerprints/TB Clearance

In accordance with California Education Code § 45125.1, PROVIDER shall conduct a criminal background check of its employees and/or subcontractors and, upon receipt of those checks, certify to the LEA that no employee and/or subcontractors of PROVIDER working with students of the school district has been convicted of a violent or serious felony as defined by statutes. PROVIDER shall supply LEA with a list of names of those employees and/or subcontractors who are cleared to work with students of the LEA. A fingerprint certification will be required. Additionally all providers will be required to submit a TB clearance for those employed and/or subcontractors who will be working with students.

7. Independent Contractor Status

This agreement is by and between two independent agents and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this agreement.

It is the responsibility of the PROVIDER to insure that all of its employees are informed of all provisions as outlined in this contract prior to working with families/students.

8. Conflict of Interest:

This Agreement is subject to LEA Board Policy 2300 governing conflicts of interest. PROVIDER agrees to furnish to LEA (upon request) a valid copy of the most recently adopted partnership agreements or bylaws of the corporation and also a complete and accurate list of the Governing Board of Directors (or Trustees or Partners) and to timely update said information as changes in such governance occur. PROVIDER shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited, to employment with LEA, including its charter schools.

9. Accident/Incident Report

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PROVIDER agrees to submit a written accident report to LEA within five (5) days of an accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

10. Discrimination

PROVIDER shall not discriminate on the basis of race, color, religion, sex, national origin, age, ancestry, ethnicity, gender, sexual orientation, sexual preference or physical or mental disability in employment or operation of its programs.

11. Child Abuse Reporting

PROVIDER assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under California law, including but not limited to, California Education Code § 49370 and California Penal Code § 11166 et seq. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours an accident or incident report to LEA when it becomes aware of circumstances including, but not limited to: allegations of molestation, child abuse, missing children under PROVIDER's supervision.

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PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a pupil as required in his/her ISSA. A PROVIDER who desires to use District facilities must make a separate application for use of facilities through the District's Use of Facilities procedures. As noted in the "District Use of Facilities" packet, the use of science and computer labs is disallowed.

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PROVIDER shall provide access to and the LEA shall have the right to examine and audit, upon the LEA's request, all of the records, reports, or other matter relating to the Contract. Fiscal records shall be maintained by PROVIDER for five (5) years and shall be available for audit. Records that no longer need to be retained must be shredded/destroyed in a manner that maintains confidentiality.

14. Indemnification

PROVIDER shall defend, hold harmless, and indemnify LEA and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this agreement.

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LEA shall not be liable for acts of the student(s) or the student's parent/guardian, family member, etc.

15. Insurance

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During the entire term of this agreement and any extension or modification thereof, PROVIDER shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of service(s) by PROVIDER, of at least one million dollars (\$1,000,000.00) for each person and one million dollars (\$1,000,000.00) for all accidents or occurrences for all damages arising out of death, bodily injury, sickness or disease from any one accident or occurrence, and one million dollars (\$1,000,000.00) for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. Not later than the effective date of this agreement, PROVIDER shall provide LEA with satisfactory evidence of insurance, naming LEA as additional certificate holder, including a provision for a twenty (20) calendar day written notice to LEA before cancellation or material change, evidencing the above-specific coverage. The PROVIDER shall at its own cost and expense procedure and maintain insurance under the Worker's Compensation Law of California, if applicable. LEA reserves the right to revise the requirements of this provision at any time. If LEA determines that additional insurance coverage is necessary, LEA will reopen negotiations with PROVIDER to modify the terms of this agreement.

16. Billing Amount

PROVIDER'S hourly rate for services rendered shall be ~~\$ 65.00 per hour~~. The total amount of services rendered during the term of this contract shall not exceed the final per student allocation as indicated by the state. The student-teacher ratio for this hourly rate will be ~~1:1~~ services shall begin within thirty (30) days of the completion of the ISSA.

17. Monthly Invoices

PROVIDER shall comply with all procedures concerning enrollment, contracting, attendance reporting, and billing as specified by LEA.

PROVIDER shall submit to LEA monthly invoices itemized by name/address of student, service provided and actual number of hours for which services were provided, including attendance verification logs signed by parent and/or guardian or computer log-in records. LEA shall not pay for non-attendance of students. Such invoices with amount due shall be submitted within thirty (30) days of the rendering of services. Invoices and related documents shall be submitted on a form and in the manner prescribed by LEA. LEA shall process payments to PROVIDER within forty-five (45) days of submission of such invoices, except in those situations identified in Paragraph 18, below.

18. Records of Attendance

PROVIDER shall maintain daily records of student service provided, including the name/address of student, the name of PROVIDER's employee who rendered the service, and the amount of time of such service. PROVIDER shall permit access to and/or a copy of such records to LEA upon request. Parent shall receive a copy of the monthly attendance log.

19. Right to Withhold

LEA may withhold payment to PROVIDER, on ten (10) working days written notice of such withholding, when in the opinion of the LEA:

- a. PROVIDER's performance, in whole or in part, either has not been carried out or is insufficiently documented.
- b. PROVIDER has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.
- c. PROVIDER has failed to submit the invoice in a timely manner.

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

If LEA gives notice of intent to withhold, PROVIDER shall have fourteen (14) days from the date of receipt of said notice to correct such deficiency. Provider may submit a written extension to correct the deficiencies and/or may invoke the dispute resolution provision herein. LEA shall process submitted re-billing invoices to PROVIDER within forty-five (45) days of submission of such invoices.

20. Modifications and Amendments:

This Contract may be modified or amended only by a written document signed by authorized representatives of PROVIDER and LEA. No change in this Contract or in the ISSA shall result in a LEA financial obligation to PROVIDER in excess of the State/Federal reimbursement rate per student per year to the LEA.

21. Disputes

Disputes between LEA and PROVIDER concerning the meaning, requirements or performance of this contract shall be submitted in writing to the Superintendent of the Center Joint Unified School District. The determination of the LEA's Superintendent shall be made in writing and shall be binding on both parties.

22. Subcontract and Assignment

PROVIDER shall not subcontract or assign any of the work contemplated under this Contract without first obtaining written approval from the LEA. Such approval shall be attached and made part of this Contract. Subcontracts or assignments may be entered into only with providers certified by the California Department of Education.

Any sub-contractor or assignee shall be bound by all of the terms of this Contract, including the insurance and indemnification provisions, and it shall be PROVIDER'S responsibility to obtain the agreement of subcontractor/assignee to comply with all terms contained herein.

23. Termination

- a. This agreement may be terminated by LEA or PROVIDER at any time, as provided herein. PROVIDER's exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing ISSA's.
- b. To terminate this Contract, either party shall give twenty (20) calendar days written notice prior to the date of the termination. Upon termination without default of PROVIDER, LEA shall pay, without duplication, for all services satisfactorily performed to date of termination.
- c. In consideration of this payment, PROVIDER waives all rights to any further payment or damage. Upon termination, PROVIDER shall turn over to LEA all student records in its possession generated as a result of services rendered under this Contract, possessed by PROVIDER or under its control at the time of termination.
- d. An Individual Supplementary Services Agreement may be terminated by PROVIDER only upon consent of the LEA. An ISSA shall terminate if the student ceases to be enrolled in the District. Upon termination under this paragraph, final payment from LEA will be calculated based upon a pro-rata calculation of total services agreed-upon in the ISSA for which the LEA is responsible for payment, divided by that portion of services actually rendered.
- e. The PROVIDER must provide the LEA with written documentation of termination of services for any student within 7 days. LEA will be provided with the specifics as to why a student who has chosen said PROVIDER is not receiving services from the PROVIDER. The district and the provider will
(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

each contact the parent of a student who does not attend prior to terminating the student's participation in the SES program.

24. Compliance with Laws

During the term of this agreement, PROVIDER shall comply with all applicable federal, State Board of Education, and local statutes, laws ordinances, rules and regulations relating to the provision of supplementary services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

25. Entire Agreement

This Agreement constitutes the entire agreement between LEA and PROVIDER and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated.

26. Governing Law

The terms and conditions of this agreement shall be governed by the laws of the state of California with venue in Sacramento County, California.

27. Severability Clause

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

28. Notices

Notices required under this Contract shall be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

For the LEA: Tami JBeily, Coordinator
 Categorical Programs and Grants
 Center Joint Unified School District
 8408 Watt Avenue
 Antelope, CA 95843

For PROVIDER: **Club Z! In Home Tutoring Services**
 520 9th Street, Room 102
 Sacramento, CA 95814

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

29. Authorized Representative

The persons signing this Contract certify they are the authorized representatives of the respective parties, and are authorized to sign this document. Services are limited to the per student allocation determined by the district.

The parties hereto have executed this agreement by and through their duly authorized agents or representatives. This contract is effective October 16, 2014, and terminates at 5:00 p.m. on May 28, 2015, unless sooner terminated as provided herein.

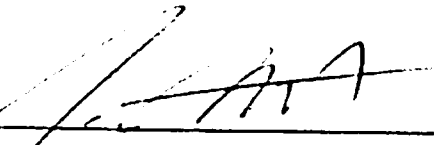
~~FED ID: 6501262940~~

PROVIDER:

Club 2 In Home Tutoring Services


CENTER JOINT UNIFIED SCHOOL DISTRICT:

BY:



Founder/Chairperson

BY:



Tami Beily,
Coordinator State and Federal Programs

APPROVED AS TO FORM: _____
General Counsel
Legal Services
Center Joint Unified School District

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)



Established 1858

Center Joint Unified School District

Instructional Services

8408 Watt Avenue • Antelope, CA 98843-9116
(916) 338-6320 • Fax (916) 338-6329

BOARD OF TRUSTEES

Nancy Anderson
Jeremy Hunt
Kelly Kelley
Debrae M. Pope
Donald E. Wilson

SUPERINTENDENT

Scott A. Loehr

Date: October 3, 2014

From: Tami JBeilly
Coordinator of Federal & State Programs

To: SES Providers

I am sending the below information as an addendum to the CJUSD Master Contract for your review and understanding.

Signed SES Provider contracts and addendum must be signed and returned via email, Attn: Paula Robinson at probinson@centerusd.org no later than Monday, October 6, 2014.

Contracts will be approved by the CJUSD Board of Trustees at the October 15, 2014 Board Meeting. SES providers will be notified by email that the CJUSD Board has approved the contract. Student lists will be provided as an attachment to the notification email. Services must start within 14 calendar days from the date the SES provider is notified of board approval. If services do not begin within 14 calendar days, CJUSD will cancel the contract and will reassign students to another SES provider.

Only the parents or guardian of student may complete Application for SES services. Application must be an original parent signature, not a copy. For verification purposes, parent signatures on SES applications will be compared to parent signatures on school registration packets. Should signatures not match, the CJUSD contract with SES provider will be cancelled, all students under the contract will be reassigned and SES provider will be reported to CDE.

SES Providers will not be paid for services if an ISSA is submitted incomplete or not at all. ISSA must include parent and student signatures.

I hereby acknowledge receipt of said contract and the above revisions and send this letter of acknowledgment.

Timothy Haas, Area Director
Printed Name/Title

10/4/2014
Date

Signature

Club Z online Tutoring Services
SES Provider

"Proud of the Past, Planning for the Future"

**CENTER JOINT UNIFIED SCHOOL DISTRICT
STATE AND FEDERAL PROGRAMS**

MASTER CONTRACT

TITLE I – SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDERS

THIS MASTER CONTRACT ("Contract") is made and entered into on October 16, 2014, between the **Center Joint Unified School District** (hereinafter referred to as "LEA" [local educational agency] or "District"), a public school district duly operating under the laws of the State of California, and **Community College Foundation** 1901 Royal Oaks Drive, Suite 100, Sacramento, CA 95815 The supplementary service provider (hereinafter referred to as "PROVIDER") for the purpose of providing supplementary services to eligible LEA students. "Eligible students" are those students identified by the District who meet specific requirements under Title I.

WHEREAS, the LEA is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, the LEA is in need of such special services and advice;

WHEREAS, PROVIDER is specially trained and experienced and competent to perform the special services required by the LEA, and such services are needed on a limited basis;

WHEREAS, the No Child Left Behind Act, 20 U.S.C. Section 1116(e)(3)(A) outlines the requirements for supplemental educational services;

WHEREAS, Section 6316(e)(3) contains the following requirements:

- a. Requires the LEA to develop, in consultation with a school representative, parents (and the provider chosen by parents), a statement of specific measurable achievement goals which are based upon the student's area of need as identified from the California standards assessments; how the student's progress will be measured, and a timetable for improving achievement, in the case of a student with disabilities, is consistent with the student's IEP;
- b. Requires a description of how and when the PROVIDER will regularly inform, in accordance with the ISSA (Individual Supplemental Services Agreement), the student's parent, school liaison and LEA of the student's progress toward achievement of the agreed upon measurable goals;
- c. Requires a provision for the termination of the agreement if the provider is unable to meet the goals and timetables required;
- d. Requires provisions with respect to the making payment to the provider by the LEA;
- e. Prohibits the provider from disclosing to the public the identity of any student eligible for, or receiving supplemental services without the written permission of the parent of such student;

WHEREAS, PROVIDER has been approved by the California State Department of Education and has met the qualifications to be certified as a supplementary service provider; and

WHEREAS, PROVIDER is willing to provide such services to LEA's eligible students if selected by the parents/guardians of eligible students.

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, it is agreed between the parties as follows:

1. Individual Supplementary Services Agreements

An Individual Supplementary Services Agreement (ISSA) shall be developed by LEA in consultation with parents/guardians and PROVIDER for each LEA eligible student whose parent/guardian elects to receive supplementary services from PROVIDER. Changes in any student's ISSA may only be made with the written consent of LEA in consultation with parents/guardians. PROVIDER, LEA or the parents/guardians may request a review of a student's ISSA. In conjunction with the liaison, the PROVIDER shall insure that all student ISSAs are completed within forty-five (45) days of receipt of student information or by exception based on a mutual written agreement between the LEA and PROVIDER.

Provider shall administer a standards based pre and post test assessment.

PROVIDER shall not unilaterally terminate any ISSA. PROVIDER shall obtain written authorization from LEA before terminating any ISSA.

Parents/guardians shall not be charged for any services rendered under the ISSA unless such services and charges are clearly identified in writing and agreed upon in advance in a writing signed by the parents/guardians. In no event shall the agreed upon charges obligate the LEA financially, nor shall the LEA incur any obligation or expense in excess of the state/federal reimbursement amount. Preliminary allocations indicate a per student rate will be \$799.71 per student, adjustments to this amount may be made pending final notification from the state. PROVIDERS shall receive compensation only for sessions actually attended by LEA students and for supplemental educational services actually provided to LEA students. Providers shall not receive compensation in the event of student absences, regardless of the reason for absence.

2. Incentives and Rewards

Incentives and rewards must be appropriately related to the purpose of the student's *Individual Supplemental Services Agreement* for academic achievement and should reasonably motivate or reward students for achievement of the specific goals of the *Individual Supplemental Services Agreement*. Additionally, the incentive or reward must be directly related to a motivational activity which is part of the provider's plan to facilitate academic achievement. Under no circumstances shall parents/guardians and/or students be given an incentive for enrolling in a specific Supplemental Educational Services Program.

The cost of the incentives and/or rewards must not be exorbitant and must not diminish the effectiveness of the original intent of Supplemental Educational Services set forth in the "*No Child Left behind*" legislation of 2001. Provider will not provide any up-front incentive at over \$2.00 per student to parent or students to encourage signing up for provider's services or to encourage any other student or parent to sign up for provider's services.

3. Parents/Guardianship

For the purpose of the Contract, a parent is the natural or adoptive parent, legal guardian, or a surrogate parent appointed by LEA.

4. Student Records

A student record is defined by State and Federal Law, and essentially is any document prepared or retained by PROVIDER with an individual student's name referenced therein. All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain an access log
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delineating date, time, agency, and identity of any individual accessing student records who is not in the direct employ of the PROVIDER. PROVIDER shall not provide access or forward to any other person other than parents/guardians or LEA any student record including student email address without the written consent of the parent/guardian or LEA. PROVIDER agrees to provide access to and copies of student records including assessments, progress reports, samples of student work and end of year student report reflecting percentage of objectives met by the student to LEA and/or the parents/guardians of LEA's student. PROVIDER will also provide LEA with an end of year summary indicating the total number of students that met 95% of their objectives during the period of the contract. No later than thirty (30) days after termination of services PROVIDER shall turn over to LEA all required documents for all Center Unified students in their program.

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PROVIDER shall defend, hold harmless, and indemnify LEA and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this agreement.

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(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

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PROVIDER shall submit to LEA monthly invoices itemized by name/address of student, service provided and actual number of hours for which services were provided, including attendance verification logs signed by parent and/or guardian or computer log-in records. LEA shall not pay for non-attendance of students. Such invoices with amount due shall be submitted within thirty (30) days of the rendering of services. Invoices and related documents shall be submitted on a form and in the manner prescribed by LEA. LEA shall process payments to PROVIDER within forty-five (45) days of submission of such invoices, except in those situations identified in Paragraph 18, below.

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- a. PROVIDER's performance, in whole or in part, either has not been carried out or is insufficiently documented.
- b. PROVIDER has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.
- c. PROVIDER has failed to submit the invoice in a timely manner.

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

If LEA gives notice of intent to withhold, PROVIDER shall have fourteen (14) days from the date of receipt of said notice to correct such deficiency. Provider may submit a written extension to correct the deficiencies and/or may invoke the dispute resolution provision herein. LEA shall process submitted re-billing invoices to PROVIDER within forty-five (45) days of submission of such invoices.

20. Modifications and Amendments:

This Contract may be modified or amended only by a written document signed by authorized representatives of PROVIDER and LEA. No change in this Contract or in the ISSA shall result in a LEA financial obligation to PROVIDER in excess of the State/Federal reimbursement rate per student per year to the LEA.

21. Disputes

Disputes between LEA and PROVIDER concerning the meaning, requirements or performance of this contract shall be submitted in writing to the Superintendent of the Center Joint Unified School District. The determination of the LEA's Superintendent shall be made in writing and shall be binding on both parties.

22. Subcontract and Assignment

PROVIDER shall not subcontract or assign any of the work contemplated under this Contract without first obtaining written approval from the LEA. Such approval shall be attached and made part of this Contract. Subcontracts or assignments may be entered into only with providers certified by the California Department of Education.

Any sub-contractor or assignee shall be bound by all of the terms of this Contract, including the insurance and indemnification provisions, and it shall be PROVIDER'S responsibility to obtain the agreement of subcontractor/assignee to comply with all terms contained herein.

23. Termination

- a. This agreement may be terminated by LEA or PROVIDER at any time, as provided herein. PROVIDER's exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing ISSA's.
- b. To terminate this Contract, either party shall give twenty (20) calendar days written notice prior to the date of the termination. Upon termination without default of PROVIDER, LEA shall pay, without duplication, for all services satisfactorily performed to date of termination.
- c. In consideration of this payment, PROVIDER waives all rights to any further payment or damage. Upon termination, PROVIDER shall turn over to LEA all student records in its possession generated as a result of services rendered under this Contract, possessed by PROVIDER or under its control at the time of termination.
- d. An Individual Supplementary Services Agreement may be terminated by PROVIDER only upon consent of the LEA. An ISSA shall terminate if the student ceases to be enrolled in the District. Upon termination under this paragraph, final payment from LEA will be calculated based upon a pro-rata calculation of total services agreed-upon in the ISSA for which the LEA is responsible for payment, divided by that portion of services actually rendered.
- e. The PROVIDER must provide the LEA with written documentation of termination of services for any student within 7 days. LEA will be provided with the specifics as to why a student who has chosen said PROVIDER is not receiving services from the PROVIDER. The district and the provider will
(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

each contact the parent of a student who does not attend prior to terminating the student's participation in the SES program.

24. Compliance with Laws

During the term of this agreement, PROVIDER shall comply with all applicable federal, State Board of Education, and local statutes, laws ordinances, rules and regulations relating to the provision of supplementary services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

25. Entire Agreement

This Agreement constitutes the entire agreement between LEA and PROVIDER and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated.

26. Governing Law

The terms and conditions of this agreement shall be governed by the laws of the state of California with venue in Sacramento County, California.

27. Severability Clause

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

28. Notices

Notices required under this Contract shall be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

For the LEA: Tami J Beily, Coordinator
Categorical Programs and Grants
Center Joint Unified School District
8408 Watt Avenue
Antelope, CA 95843

For PROVIDER: **Community College Foundation**
1901 Royal Oaks Dr., Ste 100
Sacramento, CA 95811

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

29. **Authorized Representative**

The persons signing this Contract certify they are the authorized representatives of the respective parties, and are authorized to sign this document. Services are limited to the per student allocation determined by the district.

The parties hereto have executed this agreement by and through their duly authorized agents or representatives. This contract is effective October 16, 2014, and terminates at 5:00 p.m. on May 28, 2015, unless sooner terminated as provided herein.

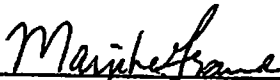
FED ID: 68 0016439

PROVIDER:

Community College Foundation


CENTER JOINT UNIFIED SCHOOL DISTRICT:

BY:



Mary LeGrand, Director of Tutoring
Founder/Chairperson

BY:



Tami Beily,
Coordinator State and Federal Programs

APPROVED AS TO FORM: _____

General Counsel

Legal Services

Center Joint Unified School District

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

C-8



Established 1858

Center Joint Unified School District

Instructional Services

8408 Watt Avenue • Antelope, CA 98843-9116
(916) 338-6320 • Fax (916) 338-6329

BOARD OF TRUSTEES

Nancy Anderson
Jeremy Hunt
Kelly Kelley
Debrae M. Pope
Donald E. Wilson

SUPERINTENDENT

Scott A. Loehr.

Date: October 3, 2014

From: Tami JBeily
Coordinator of Federal & State Programs

To: SES Providers

I am sending the below information as an addendum to the CJUSD Master Contract for your review and understanding.

Signed SES Provider contracts and addendum must be signed and returned via email, Attn: Paula Robinson at probinson@centerusd.org no later than Monday, October 6, 2014.

Contracts will be approved by the CJUSD Board of Trustees at the October 15, 2014 Board Meeting. SES providers will be notified by email that the CJUSD Board has approved the contract. Student lists will be provided as an attachment to the notification email. Services must start within 14 calendar days from the date the SES provider is notified of board approval. If services do not begin within 14 calendar days, CJUSD will cancel the contract and will reassign students to another SES provider.

Only the parents or guardian of student may complete Application for SES services. Application must be an original parent signature, not a copy. For verification purposes, parent signatures on SES applications will be compared to parent signatures on school registration packets. Should signatures not match, the CJUSD contract with SES provider will be cancelled, all students under the contract will be reassigned and SES provider will be reported to CDE.

SES Providers will not be paid for services if an ISSA is submitted incomplete or not at all. ISSA must include parent and student signatures.

I hereby acknowledge receipt of said contract and the above revisions and send this letter of acknowledgment.

Mari LeGrand, Director of Tutoring
Printed Name/Title

10-6-14
Date

Mari LeGrand
Signature

Community College Foundation
SES Provider

"Proud of the Past, Planning for the Future"

**CENTER JOINT UNIFIED SCHOOL DISTRICT
STATE AND FEDERAL PROGRAMS**

MASTER CONTRACT

TITLE I – SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDERS

THIS MASTER CONTRACT ("Contract") is made and entered into on October 16, 2014, between the Center Joint Unified School District (hereinafter referred to as "LEA" [local educational agency] or "District"), a public school district duly operating under the laws of the State of California, and ~~Datamatics, Inc. dba Achieve HighPoints~~ 43753 River Green Parkway, Ste 200, Duluth, GA 30096. The supplementary service provider (hereinafter referred to as "PROVIDER") for the purpose of providing supplementary services to eligible LEA students. "Eligible students" are those students identified by the District who meet specific requirements under Title I.

WHEREAS, the LEA is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, the LEA is in need of such special services and advice;

WHEREAS, PROVIDER is specially trained and experienced and competent to perform the special services required by the LEA, and such services are needed on a limited basis;

WHEREAS, the No Child Left Behind Act, 20 U.S.C. Section 1116(e)(3)(A) outlines the requirements for supplemental educational services;

WHEREAS, Section 6316(e)(3) contains the following requirements:

- a. Requires the LEA to develop, in consultation with a school representative, parents (and the provider chosen by parents), a statement of specific measurable achievement goals which are based upon the student's area of need as identified from the California standards assessments; how the student's progress will be measured, and a timetable for improving achievement, in the case of a student with disabilities, is consistent with the student's IEP;
- b. Requires a description of how and when the PROVIDER will regularly inform, in accordance with the ISSA (Individual Supplemental Services Agreement), the student's parent, school liaison and LEA of the student's progress toward achievement of the agreed upon measurable goals;
- c. Requires a provision for the termination of the agreement if the provider is unable to meet the goals and timetables required;
- d. Requires provisions with respect to the making payment to the provider by the LEA;
- e. Prohibits the provider from disclosing to the public the identity of any student eligible for, or receiving supplemental services without the written permission of the parent of such student;

WHEREAS, PROVIDER has been approved by the California State Department of Education and has met the qualifications to be certified as a supplementary service provider; and

WHEREAS, PROVIDER is willing to provide such services to LEA's eligible students if selected by the parents/guardians of eligible students.

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, it is agreed between the parties as follows:

1. Individual Supplementary Services Agreements

An Individual Supplementary Services Agreement (ISSA) shall be developed by LEA in consultation with parents/guardians and PROVIDER for each LEA eligible student whose parent/guardian elects to receive supplementary services from PROVIDER. Changes in any student's ISSA may only be made with the written consent of LEA in consultation with parents/guardians. PROVIDER, LEA or the parents/guardians may request a review of a student's ISSA. In conjunction with the liaison, the PROVIDER shall insure that all student ISSAs are completed within forty-five (45) days of receipt of student information or by exception based on a mutual written agreement between the LEA and PROVIDER.

Provider shall administer a standards based pre and post test assessment.

PROVIDER shall not unilaterally terminate any ISSA. PROVIDER shall obtain written authorization from LEA before terminating any ISSA.

Parents/guardians shall not be charged for any services rendered under the ISSA unless such services and charges are clearly identified in writing and agreed upon in advance in a writing signed by the parents/guardians. In no event shall the agreed upon charges obligate the LEA financially, nor shall the LEA incur any obligation or expense in excess of the state/federal reimbursement amount. Preliminary allocations indicate a per student rate will be \$799.71 per student, adjustments to this amount may be made pending final notification from the state. PROVIDERS shall receive compensation only for sessions actually attended by LEA students and for supplemental educational services actually provided to LEA students. Providers shall not receive compensation in the event of student absences, regardless of the reason for absence.

2. Incentives and Rewards

Incentives and rewards must be appropriately related to the purpose of the student's *Individual Supplemental Services Agreement* for academic achievement and should reasonably motivate or reward students for achievement of the specific goals of the *Individual Supplemental Services Agreement*. Additionally, the incentive or reward must be directly related to a motivational activity which is part of the provider's plan to facilitate academic achievement. Under no circumstances shall parents/guardians and/or students be given an incentive for enrolling in a specific Supplemental Educational Services Program.

The cost of the incentives and/or rewards must not be exorbitant and must not diminish the effectiveness of the original intent of Supplemental Educational Services set forth in the "No Child Left behind" legislation of 2001. Provider will not provide any up-front incentive at over \$2.00 per student to parent or students to encourage signing up for provider's services or to encourage any other student or parent to sign up for provider's services.

3. Parents/Guardianship

For the purpose of the Contract, a parent is the natural or adoptive parent, legal guardian, or a surrogate parent appointed by LEA.

4. Student Records

A student record is defined by State and Federal Law, and essentially is any document prepared or retained by PROVIDER with an individual student's name referenced therein. All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain an access log
(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

delineating date, time, agency, and identity of any individual accessing student records who is not in the direct employ of the PROVIDER. PROVIDER shall not provide access or forward to any other person other than parents/guardians or LEA any student record including student email address without the written consent of the parent/guardian or LEA. PROVIDER agrees to provide access to and copies of student records including assessments, progress reports, samples of student work and end of year student report reflecting percentage of objectives met by the student to LEA and/or the parents/guardians of LEA's student. PROVIDER will also provide LEA with an end of year summary indicating the total number of students that met 95% of their objectives during the period of the contract. No later than thirty (30) days after termination of services PROVIDER shall turn over to LEA all required documents for all Center Unified students in their program.

5. Access by LEA

PROVIDER shall notify LEA of the location and/or any change in location at which it is providing services to LEA's eligible students. It shall allow LEA representatives access to its facilities for periodic monitoring of each student's instructional program and shall be invited to participate in the review of each student's progress by LEA. Such access shall include unannounced monitoring visits. LEA representatives shall have ongoing access to observe each student at work, observe the instructional setting, interview PROVIDER, and review each student's progress as well as access to all student records maintained on site including the behavior intervention plan, if any.

6. Fingerprints/TB Clearance

In accordance with California Education Code § 45125.1, PROVIDER shall conduct a criminal background check of its employees and/or subcontractors and, upon receipt of those checks, certify to the LEA that no employee and/or subcontractors of PROVIDER working with students of the school district has been convicted of a violent or serious felony as defined by statutes. PROVIDER shall supply LEA with a list of names of those employees and/or subcontractors who are cleared to work with students of the LEA. A fingerprint certification will be required. Additionally all providers will be required to submit a TB clearance for those employed and/or subcontractors who will be working with students.

7. Independent Contractor Status

This agreement is by and between two independent agents and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this agreement.

It is the responsibility of the PROVIDER to insure that all of its employees are informed of all provisions as outlined in this contract prior to working with families/students.

8. Conflict of Interest:

This Agreement is subject to LEA Board Policy 2300 governing conflicts of interest. PROVIDER agrees to furnish to LEA (upon request) a valid copy of the most recently adopted partnership agreements or bylaws of the corporation and also a complete and accurate list of the Governing Board of Directors (or Trustees or Partners) and to timely update said information as changes in such governance occur. PROVIDER shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited, to employment with LEA, including its charter schools.

9. Accident/Incident Report

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

PROVIDER agrees to submit a written accident report to LEA within five (5) days of an accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

10. Discrimination

PROVIDER shall not discriminate on the basis of race, color, religion, sex, national origin, age, ancestry, ethnicity, gender, sexual orientation, sexual preference or physical or mental disability in employment or operation of its programs.

11. Child Abuse Reporting

PROVIDER assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under California law, including but not limited to, California Education Code § 49370 and California Penal Code § 11166 et seq. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours an accident or incident report to LEA when it becomes aware of circumstances including, but not limited to: allegations of molestation, child abuse, missing children under PROVIDER's supervision.

12. Supplies, Equipment and Facilities

PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a pupil as required in his/her ISSA. A PROVIDER who desires to use District facilities must make a separate application for use of facilities through the District's Use of Facilities procedures. As noted in the "District Use of Facilities" packet, the use of science and computer labs is disallowed.

13. Inspection and Audit

PROVIDER shall provide access to and the LEA shall have the right to examine and audit, upon the LEA's request, all of the records, reports, or other matter relating to the Contract. Fiscal records shall be maintained by PROVIDER for five (5) years and shall be available for audit. Records that no longer need to be retained must be shredded/destroyed in a manner that maintains confidentiality.

14. Indemnification

PROVIDER shall defend, hold harmless, and indemnify LEA and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this agreement.

LEA shall defend, hold harmless and indemnify PROVIDER and its governing board, offices, agents, and employees from all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever resulting from the negligence or intentional acts of LEA, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this agreement.

LEA shall not be liable for acts of the student(s) or the student's parent/guardian, family member, etc.

15. Insurance

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

During the entire term of this agreement and any extension or modification thereof, PROVIDER shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of service(s) by PROVIDER, of at least one million dollars (\$1,000,000.00) for each person and one million dollars (\$1,000,000.00) for all accidents or occurrences for all damages arising out of death, bodily injury, sickness or disease from any one accident or occurrence, and one million dollars (\$1,000,000.00) for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. Not later than the effective date of this agreement, PROVIDER shall provide LEA with satisfactory evidence of insurance, naming LEA as additional certificate holder, including a provision for a twenty (20) calendar day written notice to LEA before cancellation or material change, evidencing the above-specific coverage. The PROVIDER shall at its own cost and expense procedure and maintain insurance under the Worker's Compensation Law of California, if applicable. LEA reserves the right to revise the requirements of this provision at any time. If LEA determines that additional insurance coverage is necessary, LEA will reopen negotiations with PROVIDER to modify the terms of this agreement.

16. Billing Amount

PROVIDER'S hourly rate for services rendered shall be ~~\$ 82 per hour~~ ⁸⁴. The total amount of services rendered during the term of this contract shall not exceed the final per student allocation as indicated by the state. The student-teacher ratio for this hourly rate will be 1:1 services shall begin within thirty (30) days of the completion of the ISSA. *MB*

17. Monthly Invoices

PROVIDER shall comply with all procedures concerning enrollment, contracting, attendance reporting, and billing as specified by LEA.

PROVIDER shall submit to LEA monthly invoices itemized by name/address of student, service provided and actual number of hours for which services were provided, including attendance verification logs signed by parent and/or guardian or computer log-in records. LEA shall not pay for non-attendance of students. Such invoices with amount due shall be submitted within thirty (30) days of the rendering of services. Invoices and related documents shall be submitted on a form and in the manner prescribed by LEA. LEA shall process payments to PROVIDER within forty-five (45) days of submission of such invoices, except in those situations identified in Paragraph 18, below.

18. Records of Attendance

PROVIDER shall maintain daily records of student service provided, including the name/address of student, the name of PROVIDER's employee who rendered the service, and the amount of time of such service. PROVIDER shall permit access to and/or a copy of such records to LEA upon request. Parent shall receive a copy of the monthly attendance log.

19. Right to Withhold

LEA may withhold payment to PROVIDER, on ten (10) working days written notice of such withholding, when in the opinion of the LEA:

- a. PROVIDER's performance, in whole or in part, either has not been carried out or is insufficiently documented.
- b. PROVIDER has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.
- c. PROVIDER has failed to submit the invoice in a timely manner.

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

If LEA gives notice of intent to withhold, PROVIDER shall have fourteen (14) days from the date of receipt of said notice to correct such deficiency. Provider may submit a written extension to correct the deficiencies and/or may invoke the dispute resolution provision herein. LEA shall process submitted re-billing invoices to PROVIDER within forty-five (45) days of submission of such invoices.

20. Modifications and Amendments:

This Contract may be modified or amended only by a written document signed by authorized representatives of PROVIDER and LEA. No change in this Contract or in the ISSA shall result in a LEA financial obligation to PROVIDER in excess of the State/Federal reimbursement rate per student per year to the LEA.

21. Disputes

Disputes between LEA and PROVIDER concerning the meaning, requirements or performance of this contract shall be submitted in writing to the Superintendent of the Center Joint Unified School District. The determination of the LEA's Superintendent shall be made in writing and shall be binding on both parties.

22. Subcontract and Assignment

PROVIDER shall not subcontract or assign any of the work contemplated under this Contract without first obtaining written approval from the LEA. Such approval shall be attached and made part of this Contract. Subcontracts or assignments may be entered into only with providers certified by the California Department of Education.

Any sub-contractor or assignee shall be bound by all of the terms of this Contract, including the insurance and indemnification provisions, and it shall be PROVIDER'S responsibility to obtain the agreement of subcontractor/assignee to comply with all terms contained herein.

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- a. This agreement may be terminated by LEA or PROVIDER at any time, as provided herein. PROVIDER's exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing ISSA's.
- b. To terminate this Contract, either party shall give twenty (20) calendar days written notice prior to the date of the termination. Upon termination without default of PROVIDER, LEA shall pay, without duplication, for all services satisfactorily performed to date of termination.
- c. In consideration of this payment, PROVIDER waives all rights to any further payment or damage. Upon termination, PROVIDER shall turn over to LEA all student records in its possession generated as a result of services rendered under this Contract, possessed by PROVIDER or under its control at the time of termination.
- d. An Individual Supplementary Services Agreement may be terminated by PROVIDER only upon consent of the LEA. An ISSA shall terminate if the student ceases to be enrolled in the District. Upon termination under this paragraph, final payment from LEA will be calculated based upon a pro-rata calculation of total services agreed-upon in the ISSA for which the LEA is responsible for payment, divided by that portion of services actually rendered.
- e. The PROVIDER must provide the LEA with written documentation of termination of services for any student within 7 days. LEA will be provided with the specifics as to why a student who has chosen said PROVIDER is not receiving services from the PROVIDER. The district and the provider will
(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

each contact the parent of a student who does not attend prior to terminating the student's participation in the SES program.

24. Compliance with Laws

During the term of this agreement, PROVIDER shall comply with all applicable federal, State Board of Education, and local statutes, laws ordinances, rules and regulations relating to the provision of supplementary services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

25. Entire Agreement

This Agreement constitutes the entire agreement between LEA and PROVIDER and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated.

26. Governing Law

The terms and conditions of this agreement shall be governed by the laws of the state of California with venue in Sacramento County, California.

27. Severability Clause

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

28. Notices

Notices required under this Contract shall be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

For the LEA: Tami J Beily, Coordinator
Categorical Programs and Grants
Center Joint Unified School District
8408 Watt Avenue
Antelope, CA 95843

For PROVIDER: ~~Datamatics, Inc, 1001 Acharya High Point~~
~~4375 River Green Parkway, Ste 200~~
~~Duluth, GA 30096~~

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

29. Authorized Representative

The persons signing this Contract certify they are the authorized representatives of the respective parties, and are authorized to sign this document. Services are limited to the per student allocation determined by the district.

The parties hereto have executed this agreement by and through their duly authorized agents or representatives. This contract is effective October 16, 2014, and terminates at 5:00 p.m. on May 28, 2015, unless sooner terminated as provided herein.


FED ID: 58-2073834

PROVIDER:

Outcomes, Inc. Abs. Achieve Highways

CENTER JOINT UNIFIED SCHOOL DISTRICT:

BY: _____


Executive Director
Founder/Chairperson Tricia G. Gilly

BY: _____


Tami Bailey,
Coordinator State and Federal Programs

APPROVED AS TO FORM: _____
General Counsel
Legal Services
Center Joint Unified School District

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

C-8



Established 1858

Center Joint Unified School District

Instructional Services

8408 Watt Avenue • Antelope, CA 98843-9116
(916) 338-6320 • Fax (916) 338-6329

BOARD OF TRUSTEES

Nancy Anderson
Jeremy Hunt
Kelly Kelley
Delrae M. Pope
Donald E. Wilson

SUPERINTENDENT

Scott A. Loehr.

Date: October 3, 2014

From: Tami JBeily
Coordinator of Federal & State Programs

To: SES Providers

I am sending the below information as an addendum to the CJUSD Master Contract for your review and understanding.

Signed SES Provider contracts and addendum must be signed and returned via email, Attn: Paula Robinson at probinson@centerusd.org no later than Monday, October 6, 2014.

Contracts will be approved by the CJUSD Board of Trustees at the October 15, 2014 Board Meeting. SES providers will be notified by email that the CJUSD Board has approved the contract. Student lists will be provided as an attachment to the notification email. Services must start within 14 calendar days from the date the SES provider is notified of board approval. If services do not begin within 14 calendar days, CJUSD will cancel the contract and will reassign students to another SES provider.

Only the parents or guardian of student may complete Application for SES services. Application must be an original parent signature, not a copy. For verification purposes, parent signatures on SES applications will be compared to parent signatures on school registration packets. Should signatures not match, the CJUSD contract with SES provider will be cancelled, all students under the contract will be reassigned and SES provider will be reported to CDE.

SES Providers will not be paid for services if an ISSA is submitted incomplete or not at all. ISSA must include parent and student signatures.

I hereby acknowledge receipt of said contract and the above revisions and send this letter of acknowledgment.

Tricia Guffney, Executive Director 10/6/14
Printed Name/Title Date

[Signature]
Signature

Datamatics, Inc. / My Achieve HighPoints
SES Provider

**CENTER JOINT UNIFIED SCHOOL DISTRICT
STATE AND FEDERAL PROGRAMS**

MASTER CONTRACT

TITLE I – SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDERS

THIS MASTER CONTRACT ("Contract") is made and entered into on October 16, 2014, between the Center Joint Unified School District (hereinafter referred to as "LEA" [local educational agency] or "District"), a public school district duly operating under the laws of the State of California, and **Growing Scholars Educational Center, 8721 Santa Monica Blvd., #1445 Los Angeles, CA 90069-4507, 800-505-1859, Fax 818-7177454**. The supplementary service provider (hereinafter referred to as "PROVIDER") for the purpose of providing supplementary services to eligible LEA students. "Eligible students" are those students identified by the District who meet specific requirements under Title I.

WHEREAS, the LEA is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, the LEA is in need of such special services and advice;

WHEREAS, PROVIDER is specially trained and experienced and competent to perform the special services required by the LEA, and such services are needed on a limited basis;

WHEREAS, the No Child Left Behind Act, 20 U.S.C. Section 1116(e)(3)(A) outlines the requirements for supplemental educational services;

WHEREAS, Section 6316(e)(3) contains the following requirements:

- a. Requires the LEA to develop, in consultation with a school representative, parents (and the provider chosen by parents), a statement of specific measurable achievement goals which are based upon the student's area of need as identified from the California standards assessments; how the student's progress will be measured, and a timetable for improving achievement, in the case of a student with disabilities, is consistent with the student's IEP;
- b. Requires a description of how and when the PROVIDER will regularly inform, in accordance with the ISSA (Individual Supplemental Services Agreement), the student's parent, school liaison and LEA of the student's progress toward achievement of the agreed upon measurable goals;
- c. Requires a provision for the termination of the agreement if the provider is unable to meet the goals and timetables required;
- d. Requires provisions with respect to the making payment to the provider by the LEA;
- e. Prohibits the provider from disclosing to the public the identity of any student eligible for, or receiving supplemental services without the written permission of the parent of such student;

WHEREAS, PROVIDER has been approved by the California State Department of Education and has met the qualifications to be certified as a supplementary service provider; and

WHEREAS, PROVIDER is willing to provide such services to LEA's eligible students if selected by the parents/guardians of eligible students.

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, it is agreed between the parties as follows:

1. **Individual Supplementary Services Agreements**

An Individual Supplementary Services Agreement (ISSA) shall be developed by LEA in consultation with parents/guardians and PROVIDER for each LEA eligible student whose parent/guardian elects to receive supplementary services from PROVIDER. Changes in any student's ISSA may only be made with the written consent of LEA in consultation with parents/guardians. PROVIDER, LEA or the parents/guardians may request a review of a student's ISSA. In conjunction with the liaison, the PROVIDER shall insure that all student ISSAs are completed within forty-five (45) days of receipt of student information or by exception based on a mutual written agreement between the LEA and PROVIDER.

Provider shall administer a standards based pre and post test assessment.

PROVIDER shall not unilaterally terminate any ISSA. PROVIDER shall obtain written authorization from LEA before terminating any ISSA.

Parents/guardians shall not be charged for any services rendered under the ISSA unless such services and charges are clearly identified in writing and agreed upon in advance in a writing signed by the parents/guardians. In no event shall the agreed upon charges obligate the LEA financially, nor shall the LEA incur any obligation or expense in excess of the state/federal reimbursement amount. Preliminary allocations indicate a per student rate will be \$799.71 per student, adjustments to this amount may be made pending final notification from the state. PROVIDERS shall receive compensation only for sessions actually attended by LEA students and for supplemental educational services actually provided to LEA students. Providers shall not receive compensation in the event of student absences, regardless of the reason for absence.

2. **Incentives and Rewards**

Incentives and rewards must be appropriately related to the purpose of the student's *Individual Supplemental Services Agreement* for academic achievement and should reasonably motivate or reward students for achievement of the specific goals of the *Individual Supplemental Services Agreement*. Additionally, the incentive or reward must be directly related to a motivational activity which is part of the provider's plan to facilitate academic achievement. Under no circumstances shall parents/guardians and/or students be given an incentive for enrolling in a specific Supplemental Educational Services Program.

The cost of the incentives and/or rewards must not be exorbitant and must not diminish the effectiveness of the original intent of Supplemental Educational Services set forth in the "No Child Left behind" legislation of 2001. Provider will not provide any up-front incentive at over \$2.00 per student to parent or students to encourage signing up for provider's services or to encourage any other student or parent to sign up for provider's services.

3. **Parents/Guardianship**

For the purpose of the Contract, a parent is the natural or adoptive parent, legal guardian, or a surrogate parent appointed by LEA.

4. **Student Records**

A student record is defined by State and Federal Law, and essentially is any document prepared or retained by PROVIDER with an individual student's name referenced therein. All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain an access log
(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

delineating date, time, agency, and identity of any individual accessing student records who is not in the direct employ of the PROVIDER. PROVIDER shall not provide access or forward to any other person other than parents/guardians or LEA any student record including student email address without the written consent of the parent/guardian or LEA. PROVIDER agrees to provide access to and copies of student records including assessments, progress reports, samples of student work and end of year student report reflecting percentage of objectives met by the student to LEA and/or the parents/guardians of LEA's student. PROVIDER will also provide LEA with an end of year summary indicating the total number of students that met 95% of their objectives during the period of the contract. No later than thirty (30) days after termination of services PROVIDER shall turn over to LEA all required documents for all Center Unified students in their program.

5. Access by LEA

PROVIDER shall notify LEA of the location and/or any change in location at which it is providing services to LEA's eligible students. It shall allow LEA representatives access to its facilities for periodic monitoring of each student's instructional program and shall be invited to participate in the review of each student's progress by LEA. Such access shall include unannounced monitoring visits. LEA representatives shall have ongoing access to observe each student at work, observe the instructional setting, interview PROVIDER, and review each student's progress as well as access to all student records maintained on site including the behavior intervention plan, if any.

6. Fingerprints/TB Clearance

In accordance with California Education Code § 45125.1, PROVIDER shall conduct a criminal background check of its employees and/or subcontractors and, upon receipt of those checks, certify to the LEA that no employee and/or subcontractors of PROVIDER working with students of the school district has been convicted of a violent or serious felony as defined by statutes. PROVIDER shall supply LEA with a list of names of those employees and/or subcontractors who are cleared to work with students of the LEA. A fingerprint certification will be required. Additionally all providers will be required to submit a TB clearance for those employed and/or subcontractors who will be working with students.

7. Independent Contractor Status

This agreement is by and between two independent agents and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this agreement.

It is the responsibility of the PROVIDER to insure that all of its employees are informed of all provisions as outlined in this contract prior to working with families/students.

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This Agreement is subject to LEA Board Policy 2300 governing conflicts of interest. PROVIDER agrees to furnish to LEA (upon request) a valid copy of the most recently adopted partnership agreements or bylaws of the corporation and also a complete and accurate list of the Governing Board of Directors (or Trustees or Partners) and to timely update said information as changes in such governance occur. PROVIDER shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited, to employment with LEA, including its charter schools.

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PROVIDER agrees to submit a written accident report to LEA within five (5) days of an accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

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PROVIDER shall not discriminate on the basis of race, color, religion, sex, national origin, age, ancestry, ethnicity, gender, sexual orientation, sexual preference or physical or mental disability in employment or operation of its programs.

11. Child Abuse Reporting

PROVIDER assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under California law, including but not limited to, California Education Code § 49370 and California Penal Code § 11166 et seq. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours an accident or incident report to LEA when it becomes aware of circumstances including, but not limited to: allegations of molestation, child abuse, missing children under PROVIDER's supervision.

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PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a pupil as required in his/her ISSA. A PROVIDER who desires to use District facilities must make a separate application for use of facilities through the District's Use of Facilities procedures. As noted in the "District Use of Facilities" packet, the use of science and computer labs is disallowed.

13. Inspection and Audit

PROVIDER shall provide access to and the LEA shall have the right to examine and audit, upon the LEA's request, all of the records, reports, or other matter relating to the Contract. Fiscal records shall be maintained by PROVIDER for five (5) years and shall be available for audit. Records that no longer need to be retained must be shredded/destroyed in a manner that maintains confidentiality.

14. Indemnification

PROVIDER shall defend, hold harmless, and indemnify LEA and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this agreement.

LEA shall defend, hold harmless and indemnify PROVIDER and its governing board, offices, agents, and employees from all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever resulting from the negligence or intentional acts of LEA, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this agreement.

LEA shall not be liable for acts of the student(s) or the student's parent/guardian, family member, etc.

15. Insurance

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During the entire term of this agreement and any extension or modification thereof, PROVIDER shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of service(s) by PROVIDER, of at least one million dollars (\$1,000,000.00) for each person and one million dollars (\$1,000,000.00) for all accidents or occurrences for all damages arising out of death, bodily injury, sickness or disease from any one accident or occurrence, and one million dollars (\$1,000,000.00) for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. Not later than the effective date of this agreement, PROVIDER shall provide LEA with satisfactory evidence of insurance, naming LEA as additional certificate holder, including a provision for a twenty (20) calendar day written notice to LEA before cancellation or material change, evidencing the above-specific coverage. The PROVIDER shall at its own cost and expense procedure and maintain insurance under the Worker's Compensation Law of California, if applicable. LEA reserves the right to revise the requirements of this provision at any time. If LEA determines that additional insurance coverage is necessary, LEA will reopen negotiations with PROVIDER to modify the terms of this agreement.

16. Billing Amount

PROVIDER'S hourly rate for services rendered shall be \$ 70.00 per hour. The total amount of services rendered during the term of this contract shall not exceed the final per student allocation as indicated by the state. The student-teacher ratio for this hourly rate will be 1:1 services shall begin within thirty (30) days of the completion of the ISSA.

17. Monthly Invoices

PROVIDER shall comply with all procedures concerning enrollment, contracting, attendance reporting, and billing as specified by LEA.

PROVIDER shall submit to LEA monthly invoices itemized by name/address of student, service provided and actual number of hours for which services were provided, including attendance verification logs signed by parent and/or guardian or computer log-in records. LEA shall not pay for non-attendance of students. Such invoices with amount due shall be submitted within thirty (30) days of the rendering of services. Invoices and related documents shall be submitted on a form and in the manner prescribed by LEA. LEA shall process payments to PROVIDER within forty-five (45) days of submission of such invoices, except in those situations identified in Paragraph 18, below.

18. Records of Attendance

PROVIDER shall maintain daily records of student service provided, including the name/address of student, the name of PROVIDER's employee who rendered the service, and the amount of time of such service. PROVIDER shall permit access to and/or a copy of such records to LEA upon request. Parent shall receive a copy of the monthly attendance log.

19. Right to Withhold

LEA may withhold payment to PROVIDER, on ten (10) working days written notice of such withholding, when in the opinion of the LEA:

- a. PROVIDER's performance, in whole or in part, either has not been carried out or is insufficiently documented.
- b. PROVIDER has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.
- c. PROVIDER has failed to submit the invoice in a timely manner.

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

If LEA gives notice of intent to withhold, PROVIDER shall have fourteen (14) days from the date of receipt of said notice to correct such deficiency. Provider may submit a written extension to correct the deficiencies and/or may invoke the dispute resolution provision herein. LEA shall process submitted re-billing invoices to PROVIDER within forty-five (45) days of submission of such invoices.

20. Modifications and Amendments:

This Contract may be modified or amended only by a written document signed by authorized representatives of PROVIDER and LEA. No change in this Contract or in the ISSA shall result in a LEA financial obligation to PROVIDER in excess of the State/Federal reimbursement rate per student per year to the LEA.

21. Disputes

Disputes between LEA and PROVIDER concerning the meaning, requirements or performance of this contract shall be submitted in writing to the Superintendent of the Center Joint Unified School District. The determination of the LEA's Superintendent shall be made in writing and shall be binding on both parties.

22. Subcontract and Assignment

PROVIDER shall not subcontract or assign any of the work contemplated under this Contract without first obtaining written approval from the LEA. Such approval shall be attached and made part of this Contract. Subcontracts or assignments may be entered into only with providers certified by the California Department of Education.

Any sub-contractor or assignee shall be bound by all of the terms of this Contract, including the insurance and indemnification provisions, and it shall be PROVIDER'S responsibility to obtain the agreement of subcontractor/assignee to comply with all terms contained herein.

23. Termination

- a. This agreement may be terminated by LEA or PROVIDER at any time, as provided herein. PROVIDER's exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing ISSA's.
- b. To terminate this Contract, either party shall give twenty (20) calendar days written notice prior to the date of the termination. Upon termination without default of PROVIDER, LEA shall pay, without duplication, for all services satisfactorily performed to date of termination.
- c. In consideration of this payment, PROVIDER waives all rights to any further payment or damage. Upon termination, PROVIDER shall turn over to LEA all student records in its possession generated as a result of services rendered under this Contract, possessed by PROVIDER or under its control at the time of termination.
- d. An Individual Supplementary Services Agreement may be terminated by PROVIDER only upon consent of the LEA. An ISSA shall terminate if the student ceases to be enrolled in the District. Upon termination under this paragraph, final payment from LEA will be calculated based upon a pro-rata calculation of total services agreed-upon in the ISSA for which the LEA is responsible for payment, divided by that portion of services actually rendered.
- e. The PROVIDER must provide the LEA with written documentation of termination of services for any student within 7 days. LEA will be provided with the specifics as to why a student who has chosen said PROVIDER is not receiving services from the PROVIDER. The district and the provider will

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each contact the parent of a student who does not attend prior to terminating the student's participation in the SES program.

24. Compliance with Laws

During the term of this agreement, PROVIDER shall comply with all applicable federal, State Board of Education, and local statutes, laws ordinances, rules and regulations relating to the provision of supplementary services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

25. Entire Agreement

This Agreement constitutes the entire agreement between LEA and PROVIDER and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated.

26. Governing Law

The terms and conditions of this agreement shall be governed by the laws of the state of California with venue in Sacramento County, California.

27. Severability Clause

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

28. Notices

Notices required under this Contract shall be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

For the LEA: Tami J Beily, Coordinator
Categorical Programs and Grants
Center Joint Unified School District
8408 Watt Avenue
Antelope, CA 95843

For PROVIDER: ~~Growing Scholars Education Center~~
~~8721 Santa Monica Blvd., #1445~~
~~Los Angeles, CA 90069-4507~~

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

29. **Authorized Representative**

The persons signing this Contract certify they are the authorized representatives of the respective parties, and are authorized to sign this document. Services are limited to the per student allocation determined by the district.

The parties hereto have executed this agreement by and through their duly authorized agents or representatives. This contract is effective October 16, 2014, and terminates at 5:00 p.m. on May 29, 2015, unless sooner terminated as provided herein.

FED ID: 465420620

PROVIDER:
Growing Scholars Educational Center

CENTER JOINT UNIFIED SCHOOL DISTRICT:

BY: Anetrise
Anetrise C. Jones, Manager
Founder/Chairperson

BY: Tami J. Kelly
Tami J. Kelly,
Coordinator State and Federal Programs

APPROVED AS TO FORM: _____
General Counsel
Legal Services
Center Joint Unified School District



Established 1858

Center Joint Unified School District

Instructional Services

8408 Watt Avenue • Antelope, CA 98843-9116
(916) 338-6320 • Fax (916) 338-6329

BOARD OF TRUSTEES

Nancy Anderson
Jeremy Hunt
Kelly Kelley
Delrae M. Pope
Donald E. Wilson

SUPERINTENDENT

Scott A. Loehr.

Date: October 3, 2014

From: Tami JBeily
Coordinator of Federal & State Programs

To: SES Providers

I am sending the below information as an addendum to the CJUSD Master Contract for your review and understanding.

Signed SES Provider contracts and addendum must be signed and returned via email, Attn: Paula Robinson at probinson@centerusd.org no later than Monday, October 6, 2014.

Contracts will be approved by the CJUSD Board of Trustees at the October 15, 2014 Board Meeting. SES providers will be notified by email that the CJUSD Board has approved the contract. Student lists will be provided as an attachment to the notification email. Services must start within 14 calendar days from the date the SES provider is notified of board approval. If services do not begin within 14 calendar days, CJUSD will cancel the contract and will reassign students to another SES provider.

Only the parents or guardian of student may complete Application for SES services. Application must be an original parent signature, not a copy. For verification purposes, parent signatures on SES applications will be compared to parent signatures on school registration packets. Should signatures not match, the CJUSD contract with SES provider will be cancelled, all students under the contract will be reassigned and SES provider will be reported to CDE.

SES Providers will not be paid for services if an ISSA is submitted incomplete or not at all. ISSA must include parent and student signatures.

I hereby acknowledge receipt of said contract and the above revisions and send this letter of acknowledgment.

Anetrise C. Jones, Manager

Printed Name/Title

Anetrise

Signature

October 4, 2014

Date

Growing Scholars Educational Center
SES Provider

**CENTER JOINT UNIFIED SCHOOL DISTRICT
STATE AND FEDERAL PROGRAMS**

MASTER CONTRACT

TITLE I – SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDERS

THIS MASTER CONTRACT ("Contract") is made and entered into on October 16, 2014, between the Center Joint Unified School District (hereinafter referred to as "LEA" [local educational agency] or "District"), a public school district duly operating under the laws of the State of California, and **Jump Into Math, JIM Enterprises Inc., 3031 W. March Lane, Ste 330, Stockton, CA 95219** The supplementary service provider (hereinafter referred to as "PROVIDER") for the purpose of providing supplementary services to eligible LEA students. "Eligible students" are those students identified by the District who meet specific requirements under Title I.

WHEREAS, the LEA is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, the LEA is in need of such special services and advice;

WHEREAS, PROVIDER is specially trained and experienced and competent to perform the special services required by the LEA, and such services are needed on a limited basis;

WHEREAS, the No Child Left Behind Act, 20 U.S.C. Section 1116(e)(3)(A) outlines the requirements for supplemental educational services;

WHEREAS, Section 6316(e)(3) contains the following requirements:

- a. Requires the LEA to develop, in consultation with a school representative, parents (and the provider chosen by parents), a statement of specific measurable achievement goals which are based upon the student's area of need as identified from the California standards assessments; how the student's progress will be measured, and a timetable for improving achievement, in the case of a student with disabilities, is consistent with the student's IEP;
- b. Requires a description of how and when the PROVIDER will regularly inform, in accordance with the ISSA (Individual Supplemental Services Agreement), the student's parent, school liaison and LEA of the student's progress toward achievement of the agreed upon measurable goals;
- c. Requires a provision for the termination of the agreement if the provider is unable to meet the goals and timetables required;
- d. Requires provisions with respect to the making payment to the provider by the LEA;
- e. Prohibits the provider from disclosing to the public the identity of any student eligible for, or receiving supplemental services without the written permission of the parent of such student;

WHEREAS, PROVIDER has been approved by the California State Department of Education and has met the qualifications to be certified as a supplementary service provider; and

WHEREAS, PROVIDER is willing to provide such services to LEA's eligible students if selected by the parents/guardians of eligible students.

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THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, it is agreed between the parties as follows:

1. Individual Supplementary Services Agreements

An Individual Supplementary Services Agreement (ISSA) shall be developed by LEA in consultation with parents/guardians and PROVIDER for each LEA eligible student whose parent/guardian elects to receive supplementary services from PROVIDER. Changes in any student's ISSA may only be made with the written consent of LEA in consultation with parents/guardians. PROVIDER, LEA or the parents/guardians may request a review of a student's ISSA. In conjunction with the liaison, the PROVIDER shall insure that all student ISSAs are completed within forty-five (45) days of receipt of student information or by exception based on a mutual written agreement between the LEA and PROVIDER.

Provider shall administer a standards based pre and post test assessment.

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16. Billing Amount

PROVIDER'S hourly rate for services rendered shall be \$ 44.93/Group, \$ 66.64/1:1 per hour. The total amount of services rendered during the term of this contract shall not exceed the final per student allocation as indicated by the state. The student-teacher ratio for this hourly rate will be 1:1 services shall begin within thirty (30) days of the completion of the ISSA.

17. Monthly Invoices

PROVIDER shall comply with all procedures concerning enrollment, contracting, attendance reporting, and billing as specified by LEA.

PROVIDER shall submit to LEA monthly invoices itemized by name/address of student, service provided and actual number of hours for which services were provided, including attendance verification logs signed by parent and/or guardian or computer log-in records. LEA shall not pay for non-attendance of students. Such invoices with amount due shall be submitted within thirty (30) days of the rendering of services. **Invoices and related documents shall be submitted on a form and in the manner prescribed by LEA.** LEA shall process payments to PROVIDER within forty-five (45) days of submission of such invoices, except in those situations identified in Paragraph 18, below.

18. Records of Attendance

PROVIDER shall maintain daily records of student service provided, including the name/address of student, the name of PROVIDER's employee who rendered the service, and the amount of time of such service. PROVIDER shall permit access to and/or a copy of such records to LEA upon request. Parent shall receive a copy of the monthly attendance log.

19. Right to Withhold

LEA may withhold payment to PROVIDER, on ten (10) working days written notice of such withholding, when in the opinion of the LEA:

- a. PROVIDER's performance, in whole or in part, either has not been carried out or is insufficiently documented.
- b. PROVIDER has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.
- c. PROVIDER has failed to submit the invoice in a timely manner.

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

If LEA gives notice of intent to withhold, PROVIDER shall have fourteen (14) days from the date of receipt of said notice to correct such deficiency. **Provider may submit a written extension to correct the deficiencies and/or may invoke the dispute resolution provision herein. LEA shall process submitted re-billing invoices to PROVIDER within forty-five (45) days of submission of such invoices.**

20. Modifications and Amendments:

This Contract may be modified or amended only by a written document signed by authorized representatives of PROVIDER and LEA. No change in this Contract or in the ISSA shall result in a LEA financial obligation to PROVIDER in excess of the State/Federal reimbursement rate per student per year to the LEA.

21. Disputes

Disputes between LEA and PROVIDER concerning the meaning, requirements or performance of this contract shall be submitted **in writing** to the Superintendent of the Center Joint Unified School District. The determination of the LEA's Superintendent shall be made in writing and shall be binding on both parties.

22. Subcontract and Assignment

PROVIDER shall not subcontract or assign any of the work contemplated under this Contract without first obtaining written approval from the LEA. Such approval shall be attached and made part of this Contract. Subcontracts or assignments may be entered into only with providers certified by the California Department of Education.

Any sub-contractor or assignee shall be bound by all of the terms of this Contract, including the insurance and indemnification provisions, and it shall be PROVIDER'S responsibility to obtain the agreement of subcontractor/assignee to comply with all terms contained herein.

23. Termination

- a. This agreement may be terminated by LEA or PROVIDER at any time, as provided herein. PROVIDER's exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing ISSA's.
- b. To terminate this Contract, either party shall give twenty (20) calendar days written notice prior to the date of the termination. Upon termination without default of PROVIDER, LEA shall pay, without duplication, for all services satisfactorily performed to date of termination.
- c. In consideration of this payment, PROVIDER waives all rights to any further payment or damage. Upon termination, PROVIDER shall turn over to LEA all student records in its possession generated as a result of services rendered under this Contract, possessed by PROVIDER or under its control at the time of termination.
- d. An Individual Supplementary Services Agreement may be terminated by PROVIDER only upon consent of the LEA. An ISSA shall terminate if the student ceases to be enrolled in the District. Upon termination under this paragraph, final payment from LEA will be calculated based upon a pro-rata calculation of total services agreed-upon in the ISSA for which the LEA is responsible for payment, divided by that portion of services actually rendered.
- e. The PROVIDER must provide the LEA with written documentation of termination of services for any student within 7 days. LEA will be provided with the specifics as to why a student who has chosen said PROVIDER is not receiving services from the PROVIDER. The district and the provider will
(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

each contact the parent of a student who does not attend prior to terminating the student's participation in the SES program.

24. Compliance with Laws

During the term of this agreement, PROVIDER shall comply with all applicable federal, State Board of Education, and local statutes, laws ordinances, rules and regulations relating to the provision of supplementary services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

25. Entire Agreement

This Agreement constitutes the entire agreement between LEA and PROVIDER and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated.

26. Governing Law

The terms and conditions of this agreement shall be governed by the laws of the state of California with venue in Sacramento County, California.

27. Severability Clause

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

28. Notices

Notices required under this Contract shall be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

For the LEA: Tami J Beily, Coordinator
Categorical Programs and Grants
Center Joint Unified School District
8408 Watt Avenue
Antelope, CA 95843

For PROVIDER: Jump Into Math, JIM Enterprises, Inc
3031 W. March Lane, Ste. 330
Stockton, CA 95214

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

29. Authorized Representative

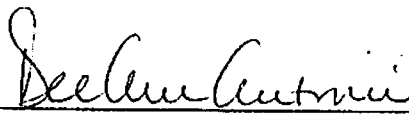
The persons signing this Contract certify they are the authorized representatives of the respective parties, and are authorized to sign this document. Services are limited to the per student allocation determined by the district.

The parties hereto have executed this agreement by and through their duly authorized agents or representatives. This contract is effective October 16, 2014, and terminates at 5:00 p.m. on May 28, 2015, unless sooner terminated as provided herein.


FED ID: 20 5632174

PROVIDER:

CENTER JOINT UNIFIED SCHOOL DISTRICT:

BY: 

Founder/Chairperson

BY: 

Tami J Bailey,
Coordinator State and Federal Programs

APPROVED AS TO FORM: _____
General Counsel
Legal Services
Center Joint Unified School District



Established 1858

Center Joint Unified School District

Instructional Services

8408 Watt Avenue • Antelope, CA 98843-9116
(916) 338-6320 • Fax (916) 338-6329

BOARD OF TRUSTEES

Nancy Anderson
Jeremy Hunt
Kelly Kelley
Delrae M. Pope
Donald E. Wilson

SUPERINTENDENT

Scott A. Loehr

Date: October 3, 2014

From: Tami JBeily
Coordinator of Federal & State Programs

To: SES Providers

I am sending the below information as an addendum to the CJUSD Master Contract for your review and understanding.

Signed SES Provider contracts and addendum must be signed and returned via email, Attn: Paula Robinson at probinson@centerusd.org no later than Monday, October 6, 2014.

Contracts will be approved by the CJUSD Board of Trustees at the October 15, 2014 Board Meeting. SES providers will be notified by email that the CJUSD Board has approved the contract. Student lists will be provided as an attachment to the notification email. Services must start within 14 calendar days from the date the SES provider is notified of board approval. If services do not begin within 14 calendar days, CJUSD will cancel the contract and will reassign students to another SES provider.

Only the parents or guardian of student may complete Application for SES services. Application must be an original parent signature, not a copy. For verification purposes, parent signatures on SES applications will be compared to parent signatures on school registration packets. Should signatures not match, the CJUSD contract with SES provider will be cancelled, all students under the contract will be reassigned and SES provider will be reported to CDE.

SES Providers will not be paid for services if an ISSA is submitted incomplete or not at all. ISSA must include parent and student signatures.

I hereby acknowledge receipt of said contract and the above revisions and send this letter of acknowledgment.

DeeAnn Antonini

Printed Name/Title

10-6-14

Date

DeeAnn Antonini

Signature

Jump Into Math

SES Provider

**CENTER JOINT UNIFIED SCHOOL DISTRICT
STATE AND FEDERAL PROGRAMS**

MASTER CONTRACT

TITLE I – SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDERS

THIS MASTER CONTRACT ("Contract") is made and entered into on October 16, 2014, between the **Center Joint Unified School District** (hereinafter referred to as "LEA" [local educational agency] or "District"), a public school district duly operating under the laws of the State of California, and **Keep Hope Alive Project, 18808 Stefani Ave, Cerritos, CA, 90703**. The supplementary service provider (hereinafter referred to as "PROVIDER") for the purpose of providing supplementary services to eligible LEA students. "Eligible students" are those students identified by the District who meet specific requirements under Title I.

WHEREAS, the LEA is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, the LEA is in need of such special services and advice;

WHEREAS, PROVIDER is specially trained and experienced and competent to perform the special services required by the LEA, and such services are needed on a limited basis;

WHEREAS, the No Child Left Behind Act, 20 U.S.C. Section 1116(e)(3)(A) outlines the requirements for supplemental educational services;

WHEREAS, Section 6316(e)(3) contains the following requirements:

- a. Requires the LEA to develop, in consultation with a school representative, parents (and the provider chosen by parents), a statement of specific measurable achievement goals which are based upon the student's area of need as identified from the California standards assessments; how the student's progress will be measured, and a timetable for improving achievement, in the case of a student with disabilities, is consistent with the student's IEP;
- b. Requires a description of how and when the PROVIDER will regularly inform, in accordance with the ISSA (Individual Supplemental Services Agreement), the student's parent, school liaison and LEA of the student's progress toward achievement of the agreed upon measurable goals;
- c. Requires a provision for the termination of the agreement if the provider is unable to meet the goals and timetables required;
- d. Requires provisions with respect to the making payment to the provider by the LEA;
- e. Prohibits the provider from disclosing to the public the identity of any student eligible for, or receiving supplemental services without the written permission of the parent of such student;

WHEREAS, PROVIDER has been approved by the California State Department of Education and has met the qualifications to be certified as a supplementary service provider; and

WHEREAS, PROVIDER is willing to provide such services to LEA's eligible students if selected by the parents/guardians of eligible students.

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, it is agreed between the parties as follows:

1. **Individual Supplementary Services Agreements**

An Individual Supplementary Services Agreement (ISSA) shall be developed by LEA in consultation with parents/guardians and PROVIDER for each LEA eligible student whose parent/guardian elects to receive supplementary services from PROVIDER. Changes in any student's ISSA may only be made with the written consent of LEA in consultation with parents/guardians. PROVIDER, LEA or the parents/guardians may request a review of a student's ISSA. In conjunction with the liaison, the PROVIDER shall insure that all student ISSAs are completed within forty-five (45) days of receipt of student information or by exception based on a mutual written agreement between the LEA and PROVIDER.

Provider shall administer a standards based pre and post test assessment.

PROVIDER shall not unilaterally terminate any ISSA. PROVIDER shall obtain written authorization from LEA before terminating any ISSA.

Parents/guardians shall not be charged for any services rendered under the ISSA unless such services and charges are clearly identified in writing and agreed upon in advance in a writing signed by the parents/guardians. In no event shall the agreed upon charges obligate the LEA financially, nor shall the LEA incur any obligation or expense in excess of the state/federal reimbursement amount. Preliminary allocations indicate a per student rate will be \$799.71 per student, adjustments to this amount may be made pending final notification from the state. PROVIDERS shall receive compensation only for sessions actually attended by LEA students and for supplemental educational services actually provided to LEA students. Providers shall not receive compensation in the event of student absences, regardless of the reason for absence.

2. **Incentives and Rewards**

Incentives and rewards must be appropriately related to the purpose of the student's *Individual Supplemental Services Agreement* for academic achievement and should reasonably motivate or reward students for achievement of the specific goals of the *Individual Supplemental Services Agreement*. Additionally, the incentive or reward must be directly related to a motivational activity which is part of the provider's plan to facilitate academic achievement. Under no circumstances shall parents/guardians and/or students be given an incentive for enrolling in a specific Supplemental Educational Services Program.

The cost of the incentives and/or rewards must not be exorbitant and must not diminish the effectiveness of the original intent of Supplemental Educational Services set forth in the "*No Child Left behind*" legislation of 2001. Provider will not provide any up-front incentive at over \$2.00 per student to parent or students to encourage signing up for provider's services or to encourage any other student or parent to sign up for provider's services.

3. **Parents/Guardianship**

For the purpose of the Contract, a parent is the natural or adoptive parent, legal guardian, or a surrogate parent appointed by LEA.

4. **Student Records**

A student record is defined by State and Federal Law, and essentially is any document prepared or retained by PROVIDER with an individual student's name referenced therein. All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain an access log
(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

delineating date, time, agency, and identity of any individual accessing student records who is not in the direct employ of the PROVIDER. PROVIDER shall not provide access or forward to any other person other than parents/guardians or LEA any student record including student email address without the written consent of the parent/guardian or LEA. PROVIDER agrees to provide access to and copies of student records including assessments, progress reports, samples of student work and end of year student report reflecting percentage of objectives met by the student to LEA and/or the parents/guardians of LEA's student. PROVIDER will also provide LEA with an end of year summary indicating the total number of students that met 95% of their objectives during the period of the contract. No later than thirty (30) days after termination of services PROVIDER shall turn over to LEA all required documents for all Center Unified students in their program.

5. Access by LEA

PROVIDER shall notify LEA of the location and/or any change in location at which it is providing services to LEA's eligible students. It shall allow LEA representatives access to its facilities for periodic monitoring of each student's instructional program and shall be invited to participate in the review of each student's progress by LEA. Such access shall include unannounced monitoring visits. LEA representatives shall have ongoing access to observe each student at work, observe the instructional setting, interview PROVIDER, and review each student's progress as well as access to all student records maintained on site including the behavior intervention plan, if any.

6. Fingerprints/TB Clearance

In accordance with California Education Code § 45125.1, PROVIDER shall conduct a criminal background check of its employees and/or subcontractors and, upon receipt of those checks, certify to the LEA that no employee and/or subcontractors of PROVIDER working with students of the school district has been convicted of a violent or serious felony as defined by statutes. PROVIDER shall supply LEA with a list of names of those employees and/or subcontractors who are cleared to work with students of the LEA. A fingerprint certification will be required. Additionally all providers will be required to submit a TB clearance for those employed and/or subcontractors who will be working with students.

7. Independent Contractor Status

This agreement is by and between two independent agents and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this agreement.

It is the responsibility of the PROVIDER to insure that all of its employees are informed of all provisions as outlined in this contract prior to working with families/students.

8. Conflict of Interest:

This Agreement is subject to LEA Board Policy 2300 governing conflicts of interest. PROVIDER agrees to furnish to LEA (upon request) a valid copy of the most recently adopted partnership agreements or bylaws of the corporation and also a complete and accurate list of the Governing Board of Directors (or Trustees or Partners) and to timely update said information as changes in such governance occur. PROVIDER shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited, to employment with LEA, including its charter schools.

9. Accident/Incident Report

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

PROVIDER agrees to submit a written accident report to LEA within five (5) days of an accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

10. Discrimination

PROVIDER shall not discriminate on the basis of race, color, religion, sex, national origin, age, ancestry, ethnicity, gender, sexual orientation, sexual preference or physical or mental disability in employment or operation of its programs.

11. Child Abuse Reporting

PROVIDER assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under California law, including but not limited to, California Education Code § 49370 and California Penal Code § 11166 et seq. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours an accident or incident report to LEA when it becomes aware of circumstances including, but not limited to: allegations of molestation, child abuse, missing children under PROVIDER's supervision.

12. Supplies, Equipment and Facilities

PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a pupil as required in his/her ISSA. A PROVIDER who desires to use District facilities must make a separate application for use of facilities through the District's Use of Facilities procedures. As noted in the "District Use of Facilities" packet, the use of science and computer labs is disallowed.

13. Inspection and Audit

PROVIDER shall provide access to and the LEA shall have the right to examine and audit, upon the LEA's request, all of the records, reports, or other matter relating to the Contract. Fiscal records shall be maintained by PROVIDER for five (5) years and shall be available for audit. Records that no longer need to be retained must be shredded/destroyed in a manner that maintains confidentiality.

14. Indemnification

PROVIDER shall defend, hold harmless, and indemnify LEA and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this agreement.

LEA shall defend, hold harmless and indemnify PROVIDER and its governing board, offices, agents, and employees from all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever resulting from the negligence or intentional acts of LEA, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this agreement.

LEA shall not be liable for acts of the student(s) or the student's parent/guardian, family member, etc.

15. Insurance

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

During the entire term of this agreement and any extension or modification thereof, PROVIDER shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of service(s) by PROVIDER, of at least one million dollars (\$1,000,000.00) for each person and one million dollars (\$1,000,000.00) for all accidents or occurrences for all damages arising out of death, bodily injury, sickness or disease from any one accident or occurrence, and one million dollars (\$1,000,000.00) for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. Not later than the effective date of this agreement, PROVIDER shall provide LEA with satisfactory evidence of insurance, naming LEA as additional certificate holder, including a provision for a twenty (20) calendar day written notice to LEA before cancellation or material change, evidencing the above-specific coverage. The PROVIDER shall at its own cost and expense procedure and maintain insurance under the Worker's Compensation Law of California, if applicable. LEA reserves the right to revise the requirements of this provision at any time. If LEA determines that additional insurance coverage is necessary, LEA will reopen negotiations with PROVIDER to modify the terms of this agreement.

16. Billing Amount

PROVIDER'S hourly rate for services rendered shall be \$ 60.00 per hour. The total amount of services rendered during the term of this contract shall not exceed the final per student allocation as indicated by the state. The student-teacher ratio for this hourly rate will be 1:1, 3:1, 6:1 shall begin within thirty (30) days of the completion of the ISSA.

17. Monthly Invoices

PROVIDER shall comply with all procedures concerning enrollment, contracting, attendance reporting, and billing as specified by LEA.

PROVIDER shall submit to LEA monthly invoices itemized by name/address of student, service provided and actual number of hours for which services were provided, including attendance verification logs signed by parent and/or guardian or computer log-in records. LEA shall not pay for non-attendance of students. Such invoices with amount due shall be submitted within thirty (30) days of the rendering of services. **Invoices and related documents shall be submitted on a form and in the manner prescribed by LEA.** LEA shall process payments to PROVIDER within forty-five (45) days of submission of such invoices, except in those situations identified in Paragraph 18, below.

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LEA may withhold payment to PROVIDER, on ten (10) working days written notice of such withholding, when in the opinion of the LEA:

- a. PROVIDER's performance, in whole or in part, either has not been carried out or is insufficiently documented.
- b. PROVIDER has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.
- c. PROVIDER has failed to submit the invoice in a timely manner.

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If LEA gives notice of intent to withhold, PROVIDER shall have fourteen (14) days from the date of receipt of said notice to correct such deficiency. Provider may submit a written extension to correct the deficiencies and/or may invoke the dispute resolution provision herein. LEA shall process submitted re-billing invoices to PROVIDER within forty-five (45) days of submission of such invoices.

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This Contract may be modified or amended only by a written document signed by authorized representatives of PROVIDER and LEA. No change in this Contract or in the ISSA shall result in a LEA financial obligation to PROVIDER in excess of the State/Federal reimbursement rate per student per year to the LEA.

21. Disputes

Disputes between LEA and PROVIDER concerning the meaning, requirements or performance of this contract shall be submitted in writing to the Superintendent of the Center Joint Unified School District. The determination of the LEA's Superintendent shall be made in writing and shall be binding on both parties.

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Any sub-contractor or assignee shall be bound by all of the terms of this Contract, including the insurance and indemnification provisions, and it shall be PROVIDER'S responsibility to obtain the agreement of subcontractor/assignee to comply with all terms contained herein.

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- b. To terminate this Contract, either party shall give twenty (20) calendar days written notice prior to the date of the termination. Upon termination without default of PROVIDER, LEA shall pay, without duplication, for all services satisfactorily performed to date of termination.
- c. In consideration of this payment, PROVIDER waives all rights to any further payment or damage. Upon termination, PROVIDER shall turn over to LEA all student records in its possession generated as a result of services rendered under this Contract, possessed by PROVIDER or under its control at the time of termination.
- d. An Individual Supplementary Services Agreement may be terminated by PROVIDER only upon consent of the LEA. An ISSA shall terminate if the student ceases to be enrolled in the District. Upon termination under this paragraph, final payment from LEA will be calculated based upon a pro-rata calculation of total services agreed-upon in the ISSA for which the LEA is responsible for payment, divided by that portion of services actually rendered.
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(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

each contact the parent of a student who does not attend prior to terminating the student's participation in the SES program.

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During the term of this agreement, PROVIDER shall comply with all applicable federal, State Board of Education, and local statutes, laws ordinances, rules and regulations relating to the provision of supplementary services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

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This Agreement constitutes the entire agreement between LEA and PROVIDER and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated.

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For the LEA: Tami J Beily, Coordinator
Categorical Programs and Grants
Center Joint Unified School District
8408 Watt Avenue
Antelope, CA 95843

For PROVIDER: **Keep Hope Alive Project**
18808 Stefani Ave
Cerritos, CA 90703

29. Authorized Representative

The persons signing this Contract certify they are the authorized representatives of the respective parties, and are authorized to sign this document. Services are limited to the per student allocation determined by the district.

The parties hereto have executed this agreement by and through their duly authorized agents or representatives. This contract is effective October 16, 2014, and terminates at 5:00 p.m. on May 28, 2015, unless sooner terminated as provided herein.

FED ID: 203758322

PROVIDER:

Keep Hope Alive
Project

CENTER JOINT UNIFIED SCHOOL DISTRICT:

BY:

Rachel Amador
President/Chairperson
CEO

BY:

Tami Bailey
Tami Bailey,
Coordinator State and Federal Programs

APPROVED AS TO FORM: _____
General Counsel
Legal Services
Center Joint Unified School District

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

C-8



Established 1858

Center Joint Unified School District

Instructional Services
8408 Watt Avenue • Antelope, CA 98843-9116
(916) 338-6320 • Fax (916) 338-6329

BOARD OF TRUSTEES

Nancy Anderson
Jeremy Hunt
Kelly Keiley
Delrae M. Pope
Donald E. Wilson

SUPERINTENDENT

Scott A. Loehr

Date: October 3, 2014

From: Tami JBeily
Coordinator of Federal & State Programs

To: SES Providers

I am sending the below information as an addendum to the CJUSD Master Contract for your review and understanding.

Signed SES Provider contracts and addendum must be signed and returned via email, Attn: Paula Robinson at probinson@centerusd.org no later than Monday, October 6, 2014.

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Only the parents or guardian of student may complete Application for SES services. Application must be an original parent signature, not a copy. For verification purposes, parent signatures on SES applications will be compared to parent signatures on school registration packets. Should signatures not match, the CJUSD contract with SES provider will be cancelled, all students under the contract will be reassigned and SES provider will be reported to CDE.

SES Providers will not be paid for services if an ISSA is submitted incomplete or not at all. ISSA must include parent and student signatures.

I hereby acknowledge receipt of said contract and the above revisions and send this letter of acknowledgment.

Roseline Amuchie, CEO 10/3/14
Printed Name/Title Date

[Signature]
Signature

Keep Hope Alive Project
SES Provider

"Proud of the Past, Planning for the Future"

**CENTER JOINT UNIFIED SCHOOL DISTRICT
STATE AND FEDERAL PROGRAMS**

MASTER CONTRACT

TITLE I – SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDERS

THIS MASTER CONTRACT ("Contract") is made and entered into on October 16, 2014, between the **Center Joint Unified School District** (hereinafter referred to as "LEA" [local educational agency] or "District"), a public school district duly operating under the laws of the State of California, and **Professional Tutors of America Inc., 3350 E. Birch Street, Suite 108, Brea, CA, 92821**. The supplementary service provider (hereinafter referred to as "PROVIDER") for the purpose of providing supplementary services to eligible LEA students. "Eligible students" are those students identified by the District who meet specific requirements under Title I.

WHEREAS, the LEA is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, the LEA is in need of such special services and advice;

WHEREAS, PROVIDER is specially trained and experienced and competent to perform the special services required by the LEA, and such services are needed on a limited basis;

WHEREAS, the No Child Left Behind Act, 20 U.S.C. Section 1116(e)(3)(A) outlines the requirements for supplemental educational services;

WHEREAS, Section 6316(e)(3) contains the following requirements:

- a. Requires the LEA to develop, in consultation with a school representative, parents (and the provider chosen by parents), a statement of specific measurable achievement goals which are based upon the student's area of need as identified from the California standards assessments; how the student's progress will be measured, and a timetable for improving achievement, in the case of a student with disabilities, is consistent with the student's IEP;
- b. Requires a description of how and when the PROVIDER will regularly inform, in accordance with the ISSA (Individual Supplemental Services Agreement), the student's parent, school liaison and LEA of the student's progress toward achievement of the agreed upon measurable goals;
- c. Requires a provision for the termination of the agreement if the provider is unable to meet the goals and timetables required;
- d. Requires provisions with respect to the making payment to the provider by the LEA;
- e. Prohibits the provider from disclosing to the public the identity of any student eligible for, or receiving supplemental services without the written permission of the parent of such student;

WHEREAS, PROVIDER has been approved by the California State Department of Education and has met the qualifications to be certified as a supplementary service provider; and

WHEREAS, PROVIDER is willing to provide such services to LEA's eligible students if selected by the parents/guardians of eligible students.

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, it is agreed between the parties as follows:

1. Individual Supplementary Services Agreements

An Individual Supplementary Services Agreement (ISSA) shall be developed by LEA in consultation with parents/guardians and PROVIDER for each LEA eligible student whose parent/guardian elects to receive supplementary services from PROVIDER. Changes in any student's ISSA may only be made with the written consent of LEA in consultation with parents/guardians. PROVIDER, LEA or the parents/guardians may request a review of a student's ISSA. In conjunction with the liaison, the PROVIDER shall insure that all student ISSAs are completed within forty-five (45) days of receipt of student information or by exception based on a mutual written agreement between the LEA and PROVIDER.

Provider shall administer a standards based pre and post test assessment.

PROVIDER shall not unilaterally terminate any ISSA. PROVIDER shall obtain written authorization from LEA before terminating any ISSA.

Parents/guardians shall not be charged for any services rendered under the ISSA unless such services and charges are clearly identified in writing and agreed upon in advance in a writing signed by the parents/guardians. In no event shall the agreed upon charges obligate the LEA financially, nor shall the LEA incur any obligation or expense in excess of the state/federal reimbursement amount. Preliminary allocations indicate a per student rate will be \$799.71 per student, adjustments to this amount may be made pending final notification from the state. PROVIDERS shall receive compensation only for sessions actually attended by LEA students and for supplemental educational services actually provided to LEA students. Providers shall not receive compensation in the event of student absences, regardless of the reason for absence.

2. Incentives and Rewards

Incentives and rewards must be appropriately related to the purpose of the student's *Individual Supplemental Services Agreement* for academic achievement and should reasonably motivate or reward students for achievement of the specific goals of the *Individual Supplemental Services Agreement*. Additionally, the incentive or reward must be directly related to a motivational activity which is part of the provider's plan to facilitate academic achievement. Under no circumstances shall parents/guardians and/or students be given an incentive for enrolling in a specific Supplemental Educational Services Program.

The cost of the incentives and/or rewards must not be exorbitant and must not diminish the effectiveness of the original intent of Supplemental Educational Services set forth in the "No Child Left behind" legislation of 2001. Provider will not provide any up-front incentive at over \$2.00 per student to parent or students to encourage signing up for provider's services or to encourage any other student or parent to sign up for provider's services.

3. Parents/Guardianship

For the purpose of the Contract, a parent is the natural or adoptive parent, legal guardian, or a surrogate parent appointed by LEA.

4. Student Records

A student record is defined by State and Federal Law, and essentially is any document prepared or retained by PROVIDER with an individual student's name referenced therein. All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain an access log
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delineating date, time, agency, and identity of any individual accessing student records who is not in the direct employ of the PROVIDER. PROVIDER shall not provide access or forward to any other person other than parents/guardians or LEA any student record including student email address without the written consent of the parent/guardian or LEA. PROVIDER agrees to provide access to and copies of student records including assessments, progress reports, samples of student work and end of year student report reflecting percentage of objectives met by the student to LEA and/or the parents/guardians of LEA's student. PROVIDER will also provide LEA with an end of year summary indicating the total number of students that met 95% of their objectives during the period of the contract. No later than thirty (30) days after termination of services PROVIDER shall turn over to LEA all required documents for all Center Unified students in their program.

5. Access by LEA

PROVIDER shall notify LEA of the location and/or any change in location at which it is providing services to LEA's eligible students. It shall allow LEA representatives access to its facilities for periodic monitoring of each student's instructional program and shall be invited to participate in the review of each student's progress by LEA. **Such access shall include unannounced monitoring visits.** LEA representatives shall have ongoing access to observe each student at work, observe the instructional setting, interview PROVIDER, and review each student's progress as well as access to **all student records maintained on site** including the behavior intervention plan, if any.

6. Fingerprints/TB Clearance

In accordance with California Education Code § 45125.1, PROVIDER shall conduct a criminal background check of its employees and/or subcontractors and, upon receipt of those checks, certify to the LEA that no employee and/or subcontractors of PROVIDER working with students of the school district has been convicted of a violent or serious felony as defined by statutes. PROVIDER shall supply LEA with a list of names of those employees and/or subcontractors who are cleared to work with students of the LEA. A fingerprint certification will be required. Additionally all providers will be required to submit a TB clearance for those employed and/or subcontractors who will be working with students.

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This agreement is by and between two independent agents and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this agreement.

It is the responsibility of the PROVIDER to insure that all of its employees are informed of all provisions as outlined in this contract prior to working with families/students.

8. Conflict of Interest:

This Agreement is subject to LEA Board Policy 2300 governing conflicts of interest. PROVIDER agrees to furnish to LEA (upon request) a valid copy of the most recently adopted partnership agreements or bylaws of the corporation and also a complete and accurate list of the Governing Board of Directors (or Trustees or Partners) and to timely update said information as changes in such governance occur. PROVIDER shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited, to employment with LEA, including its charter schools.

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PROVIDER agrees to submit a written accident report to LEA within five (5) days of an accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

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PROVIDER shall not discriminate on the basis of race, color, religion, sex, national origin, age, ancestry, ethnicity, gender, sexual orientation, sexual preference or physical or mental disability in employment or operation of its programs.

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PROVIDER assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under California law, including but not limited to, California Education Code § 49370 and California Penal Code § 11166 et seq. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours an accident or incident report to LEA when it becomes aware of circumstances including, but not limited to: allegations of molestation, child abuse, missing children under PROVIDER's supervision.

12. Supplies, Equipment and Facilities

PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a pupil as required in his/her ISSA. A PROVIDER who desires to use District facilities must make a separate application for use of facilities through the District's Use of Facilities procedures. As noted in the "District Use of Facilities" packet, the use of science and computer labs is disallowed.

13. Inspection and Audit

PROVIDER shall provide access to and the LEA shall have the right to examine and audit, upon the LEA's request, all of the records, reports, or other matter relating to the Contract. Fiscal records shall be maintained by PROVIDER for five (5) years and shall be available for audit. Records that no longer need to be retained must be shredded/destroyed in a manner that maintains confidentiality.

14. Indemnification

PROVIDER shall defend, hold harmless, and indemnify LEA and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this agreement.

LEA shall defend, hold harmless and indemnify PROVIDER and its governing board, offices, agents, and employees from all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever resulting from the negligence or intentional acts of LEA, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this agreement.

LEA shall not be liable for acts of the student(s) or the student's parent/guardian, family member, etc.

15. Insurance

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During the entire term of this agreement and any extension or modification thereof, PROVIDER shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of service(s) by PROVIDER, of at least one million dollars (\$1,000,000.00) for each person and one million dollars (\$1,000,000.00) for all accidents or occurrences for all damages arising out of death, bodily injury, sickness or disease from any one accident or occurrence, and one million dollars (\$1,000,000.00) for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. Not later than the effective date of this agreement, PROVIDER shall provide LEA with satisfactory evidence of insurance, naming LEA as additional certificate holder, including a provision for a twenty (20) calendar day written notice to LEA before cancellation or material change, evidencing the above-specific coverage. The PROVIDER shall at its own cost and expense procedure and maintain insurance under the Worker's Compensation Law of California, if applicable. LEA reserves the right to revise the requirements of this provision at any time. If LEA determines that additional insurance coverage is necessary, LEA will reopen negotiations with PROVIDER to modify the terms of this agreement.

16. Billing Amount

PROVIDER'S hourly rate for services rendered shall be \$ 68.00 per hour. The total amount of services rendered during the term of this contract shall not exceed the final per student allocation as indicated by the state. The student-teacher ratio for this hourly rate will be 1:1 shall begin within thirty (30) days of the completion of the ISSA.

17. Monthly Invoices

PROVIDER shall comply with all procedures concerning enrollment, contracting, attendance reporting, and billing as specified by LEA.

PROVIDER shall submit to LEA monthly invoices itemized by name/address of student, service provided and actual number of hours for which services were provided, including attendance verification logs signed by parent and/or guardian or computer log-in records. LEA shall not pay for non-attendance of students. Such invoices with amount due shall be submitted within thirty (30) days of the rendering of services. Invoices and related documents shall be submitted on a form and in the manner prescribed by LEA. LEA shall process payments to PROVIDER within forty-five (45) days of submission of such invoices, except in those situations identified in Paragraph 18, below.

18. Records of Attendance

PROVIDER shall maintain daily records of student service provided, including the name/address of student, the name of PROVIDER's employee who rendered the service, and the amount of time of such service. PROVIDER shall permit access to and/or a copy of such records to LEA upon request. Parent shall receive a copy of the monthly attendance log.

19. Right to Withhold

LEA may withhold payment to PROVIDER, on ten (10) working days written notice of such withholding, when in the opinion of the LEA:

- a. PROVIDER's performance, in whole or in part, either has not been carried out or is insufficiently documented.
- b. PROVIDER has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.
- c. PROVIDER has failed to submit the invoice in a timely manner.

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If LEA gives notice of intent to withhold, PROVIDER shall have fourteen (14) days from the date of receipt of said notice to correct such deficiency. Provider may submit a written extension to correct the deficiencies and/or may invoke the dispute resolution provision herein. LEA shall process submitted re-billing invoices to PROVIDER within forty-five (45) days of submission of such invoices.

20. Modifications and Amendments:

This Contract may be modified or amended only by a written document signed by authorized representatives of PROVIDER and LEA. No change in this Contract or in the ISSA shall result in a LEA financial obligation to PROVIDER in excess of the State/Federal reimbursement rate per student per year to the LEA.

21. Disputes

Disputes between LEA and PROVIDER concerning the meaning, requirements or performance of this contract shall be submitted in writing to the Superintendent of the Center Joint Unified School District. The determination of the LEA's Superintendent shall be made in writing and shall be binding on both parties.

22. Subcontract and Assignment

PROVIDER shall not subcontract or assign any of the work contemplated under this Contract without first obtaining written approval from the LEA. Such approval shall be attached and made part of this Contract. Subcontracts or assignments may be entered into only with providers certified by the California Department of Education.

Any sub-contractor or assignee shall be bound by all of the terms of this Contract, including the insurance and indemnification provisions, and it shall be PROVIDER'S responsibility to obtain the agreement of subcontractor/assignee to comply with all terms contained herein.

23. Termination

- a. This agreement may be terminated by LEA or PROVIDER at any time, as provided herein. PROVIDER's exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing ISSA's.
- b. To terminate this Contract, either party shall give twenty (20) calendar days written notice prior to the date of the termination. Upon termination without default of PROVIDER, LEA shall pay, without duplication, for all services satisfactorily performed to date of termination.
- c. In consideration of this payment, PROVIDER waives all rights to any further payment or damage. Upon termination, PROVIDER shall turn over to LEA all student records in its possession generated as a result of services rendered under this Contract, possessed by PROVIDER or under its control at the time of termination.
- d. An Individual Supplementary Services Agreement may be terminated by PROVIDER only upon consent of the LEA. An ISSA shall terminate if the student ceases to be enrolled in the District. Upon termination under this paragraph, final payment from LEA will be calculated based upon a pro-rata calculation of total services agreed-upon in the ISSA for which the LEA is responsible for payment, divided by that portion of services actually rendered.
- e. The PROVIDER must provide the LEA with written documentation of termination of services for any student within 7 days. LEA will be provided with the specifics as to why a student who has chosen said PROVIDER is not receiving services from the PROVIDER. The district and the provider will
(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

each contact the parent of a student who does not attend prior to terminating the student's participation in the SES program.

24. Compliance with Laws

During the term of this agreement, PROVIDER shall comply with all applicable federal, State Board of Education, and local statutes, laws ordinances, rules and regulations relating to the provision of supplementary services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

25. Entire Agreement

This Agreement constitutes the entire agreement between LEA and PROVIDER and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated.

26. Governing Law

The terms and conditions of this agreement shall be governed by the laws of the state of California with venue in Sacramento County, California.

27. Severability Clause

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

28. Notices

Notices required under this Contract shall be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

For the LEA: Tami JBeily, Coordinator
 Categorical Programs and Grants
 Center Joint Unified School District
 8408 Watt Avenue
 Antelope, CA 95843

For PROVIDER: **Professional Tutors of America, Inc]**
 3350 E, Birch St., Suite 104]
 Brea, CA 92821]

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

29. **Authorized Representative**

The persons signing this Contract certify they are the authorized representatives of the respective parties, and are authorized to sign this document. Services are limited to the per student allocation determined by the district.

The parties hereto have executed this agreement by and through their duly authorized agents or representatives. This contract is effective October 16, 2014, and terminates at 5:00 p.m. on May 28, 2015, unless sooner terminated as provided herein.

FED ID: 330015574

PROVIDER:

Professional Tutors of America, Inc.

CENTER JOINT UNIFIED SCHOOL DISTRICT:

BY: _____

Robert Harroka

Founder/Chairperson

BY: _____

Tami J. Beily

Tami J. Beily,
Coordinator State and Federal Programs

APPROVED AS TO FORM: _____

General Counsel

Legal Services

Center Joint Unified School District

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

C-8



Established 1858

Center Joint Unified School District

Instructional Services

8408 Watt Avenue • Antelope, CA 98843-9116
(916) 338-6320 • Fax (916) 338-6329

BOARD OF TRUSTEES

Nancy Anderson
Jeremy Hunt
Kelly Kelley
Debrae M. Pope
Donald E. Wilson

SUPERINTENDENT

Scott A. Loehr.

Date: October 3, 2014

From: Tami JBeily
Coordinator of Federal & State Programs

To: SES Providers

I am sending the below information as an addendum to the CJUSD Master Contract for your review and understanding.

Signed SES Provider contracts and addendum must be signed and returned via email, Attn: Paula Robinson at probinson@centerusd.org no later than Monday, October 6, 2014.

Contracts will be approved by the CJUSD Board of Trustees at the October 15, 2014 Board Meeting. SES providers will be notified by email that the CJUSD Board has approved the contract. Student lists will be provided as an attachment to the notification email. Services must start within 14 calendar days from the date the SES provider is notified of board approval. If services do not begin within 14 calendar days, CJUSD will cancel the contract and will reassign students to another SES provider.

Only the parents or guardian of student may complete Application for SES services. Application must be an original parent signature, not a copy. For verification purposes, parent signatures on SES applications will be compared to parent signatures on school registration packets. Should signatures not match, the CJUSD contract with SES provider will be cancelled, all students under the contract will be reassigned and SES provider will be reported to CDE.

SES Providers will not be paid for services if an ISSA is submitted incomplete or not at all. ISSA must include parent and student signatures.

I hereby acknowledge receipt of said contract and the above revisions and send this letter of acknowledgment.

Robert Harraka, CEO

Printed Name/Title

10/6/14

Date

Robert Harraka
Signature

Professional Tutors of America, Inc.
SES Provider

"Proud of the Past, Planning for the Future"

**CENTER JOINT UNIFIED SCHOOL DISTRICT
STATE AND FEDERAL PROGRAMS**

MASTER CONTRACT

TITLE I – SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDERS

THIS MASTER CONTRACT ("Contract") is made and entered into on October 16, 2014, between the Center Joint Unified School District (hereinafter referred to as "LEA" [local educational agency] or "District"), a public school district duly operating under the laws of the State of California, and TutorWorks INC, 700 Airport Boulevard, Ste 450, Burlingame, CA 94010, 650-298-8867, Fax 866-694-3525 The supplementary service provider (hereinafter referred to as "PROVIDER") for the purpose of providing supplementary services to eligible LEA students. "Eligible students" are those students identified by the District who meet specific requirements under Title I.

WHEREAS, the LEA is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, the LEA is in need of such special services and advice;

WHEREAS, PROVIDER is specially trained and experienced and competent to perform the special services required by the LEA, and such services are needed on a limited basis;

WHEREAS, the No Child Left Behind Act, 20 U.S.C. Section 1116(e)(3)(A) outlines the requirements for supplemental educational services;

WHEREAS, Section 6316(e)(3) contains the following requirements:

- a. Requires the LEA to develop, in consultation with a school representative, parents (and the provider chosen by parents), a statement of specific measurable achievement goals which are based upon the student's area of need as identified from the California standards assessments; how the student's progress will be measured, and a timetable for improving achievement, in the case of a student with disabilities, is consistent with the student's IEP;
- b. Requires a description of how and when the PROVIDER will regularly inform, in accordance with the ISSA (Individual Supplemental Services Agreement), the student's parent, school liaison and LEA of the student's progress toward achievement of the agreed upon measurable goals;
- c. Requires a provision for the termination of the agreement if the provider is unable to meet the goals and timetables required;
- d. Requires provisions with respect to the making payment to the provider by the LEA;
- e. Prohibits the provider from disclosing to the public the identity of any student eligible for, or receiving supplemental services without the written permission of the parent of such student;

WHEREAS, PROVIDER has been approved by the California State Department of Education and has met the qualifications to be certified as a supplementary service provider; and

WHEREAS, PROVIDER is willing to provide such services to LEA's eligible students if selected by the parents/guardians of eligible students.

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, it is agreed between the parties as follows:

1. **Individual Supplementary Services Agreements**

An Individual Supplementary Services Agreement (ISSA) shall be developed by LEA in consultation with parents/guardians and PROVIDER for each LEA eligible student whose parent/guardian elects to receive supplementary services from PROVIDER. Changes in any student's ISSA may only be made with the written consent of LEA in consultation with parents/guardians. PROVIDER, LEA or the parents/guardians may request a review of a student's ISSA. In conjunction with the liaison, the PROVIDER shall insure that all student ISSAs are completed within forty-five (45) days of receipt of student information or by exception based on a mutual written agreement between the LEA and PROVIDER.

Provider shall administer a standards based pre and post test assessment.

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PROVIDER shall defend, hold harmless, and indemnify LEA and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this agreement.

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15. Insurance

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

During the entire term of this agreement and any extension or modification thereof, PROVIDER shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of service(s) by PROVIDER, of at least one million dollars (\$1,000,000.00) for each person and one million dollars (\$1,000,000.00) for all accidents or occurrences for all damages arising out of death, bodily injury, sickness or disease from any one accident or occurrence, and one million dollars (\$1,000,000.00) for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. Not later than the effective date of this agreement, PROVIDER shall provide LEA with satisfactory evidence of insurance, naming LEA as additional certificate holder, including a provision for a twenty (20) calendar day written notice to LEA before cancellation or material change, evidencing the above-specific coverage. The PROVIDER shall at its own cost and expense procedure and maintain insurance under the Worker's Compensation Law of California, if applicable. LEA reserves the right to revise the requirements of this provision at any time. If LEA determines that additional insurance coverage is necessary, LEA will reopen negotiations with PROVIDER to modify the terms of this agreement.

16. Billing Amount

PROVIDER'S hourly rate for services rendered shall be ~~\$ 75.00 per hour~~. The total amount of services rendered during the term of this contract shall not exceed the final per student allocation as indicated by the state. The student-teacher ratio for this hourly rate will be 6:1 shall begin within thirty (30) days of the completion of the ISSA.

17. Monthly Invoices

PROVIDER shall comply with all procedures concerning enrollment, contracting, attendance reporting, and billing as specified by LEA.

PROVIDER shall submit to LEA monthly invoices itemized by name/address of student, service provided and actual number of hours for which services were provided, including attendance verification logs signed by parent and/or guardian or computer log-in records. LEA shall not pay for non-attendance of students. Such invoices with amount due shall be submitted within thirty (30) days of the rendering of services. Invoices and related documents shall be submitted on a form and in the manner prescribed by LEA. LEA shall process payments to PROVIDER within forty-five (45) days of submission of such invoices, except in those situations identified in Paragraph 18, below.

18. Records of Attendance

PROVIDER shall maintain daily records of student service provided, including the name/address of student, the name of PROVIDER's employee who rendered the service, and the amount of time of such service. PROVIDER shall permit access to and/or a copy of such records to LEA upon request. Parent shall receive a copy of the monthly attendance log.

19. Right to Withhold

LEA may withhold payment to PROVIDER, on ten (10) working days written notice of such withholding, when in the opinion of the LEA:

- a. PROVIDER's performance, in whole or in part, either has not been carried out or is insufficiently documented.
- b. PROVIDER has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.
- c. PROVIDER has failed to submit the invoice in a timely manner.

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

If LEA gives notice of intent to withhold, PROVIDER shall have fourteen (14) days from the date of receipt of said notice to correct such deficiency. Provider may submit a written extension to correct the deficiencies and/or may invoke the dispute resolution provision herein. LEA shall process submitted re-billing invoices to PROVIDER within forty-five (45) days of submission of such invoices.

20. Modifications and Amendments:

This Contract may be modified or amended only by a written document signed by authorized representatives of PROVIDER and LEA. No change in this Contract or in the ISSA shall result in a LEA financial obligation to PROVIDER in excess of the State/Federal reimbursement rate per student per year to the LEA.

21. Disputes

Disputes between LEA and PROVIDER concerning the meaning, requirements or performance of this contract shall be submitted in writing to the Superintendent of the Center Joint Unified School District. The determination of the LEA's Superintendent shall be made in writing and shall be binding on both parties.

22. Subcontract and Assignment

PROVIDER shall not subcontract or assign any of the work contemplated under this Contract without first obtaining written approval from the LEA. Such approval shall be attached and made part of this Contract. Subcontracts or assignments may be entered into only with providers certified by the California Department of Education.

Any sub-contractor or assignee shall be bound by all of the terms of this Contract, including the insurance and indemnification provisions, and it shall be PROVIDER'S responsibility to obtain the agreement of subcontractor/assignee to comply with all terms contained herein.

23. Termination

- a. This agreement may be terminated by LEA or PROVIDER at any time, as provided herein. PROVIDER's exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing ISSA's.
- b. To terminate this Contract, either party shall give twenty (20) calendar days written notice prior to the date of the termination. Upon termination without default of PROVIDER, LEA shall pay, without duplication, for all services satisfactorily performed to date of termination.
- c. In consideration of this payment, PROVIDER waives all rights to any further payment or damage. Upon termination, PROVIDER shall turn over to LEA all student records in its possession generated as a result of services rendered under this Contract, possessed by PROVIDER or under its control at the time of termination.
- d. An Individual Supplementary Services Agreement may be terminated by PROVIDER only upon consent of the LEA. An ISSA shall terminate if the student ceases to be enrolled in the District. Upon termination under this paragraph, final payment from LEA will be calculated based upon a pro-rata calculation of total services agreed-upon in the ISSA for which the LEA is responsible for payment, divided by that portion of services actually rendered.
- e. The PROVIDER must provide the LEA with written documentation of termination of services for any student within 7 days. LEA will be provided with the specifics as to why a student who has chosen said PROVIDER is not receiving services from the PROVIDER. The district and the provider will
(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

each contact the parent of a student who does not attend prior to terminating the student's participation in the SES program.

24. Compliance with Laws

During the term of this agreement, PROVIDER shall comply with all applicable federal, State Board of Education, and local statutes, laws ordinances, rules and regulations relating to the provision of supplementary services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

25. Entire Agreement

This Agreement constitutes the entire agreement between LEA and PROVIDER and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated.

26. Governing Law

The terms and conditions of this agreement shall be governed by the laws of the state of California with venue in Sacramento County, California.

27. Severability Clause

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

28. Notices

Notices required under this Contract shall be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

For the LEA: Tami J Beily, Coordinator
Categorical Programs and Grants
Center Joint Unified School District
8408 Watt Avenue
Antelope, CA 95843

For PROVIDER: TutorWorks INC
700 Airport Boulevard, Ste 450
Burlingame, CA 94010

(THIS FORM MAY NOT BE ALTERED IN ANY WAY)

29. **Authorized Representative**

The persons signing this Contract certify they are the authorized representatives of the respective parties, and are authorized to sign this document. Services are limited to the per student allocation determined by the district.


The parties hereto have executed this agreement by and through their duly authorized agents or representatives. This contract is effective October 16, 2014, and terminates at 5:00 p.m. on May 28, 2015, unless sooner terminated as provided herein.

FEE ID: 200044204


PROVIDER: TutorWorks Inc

CENTER JOINT UNIFIED SCHOOL DISTRICT:

BY:


Deanna Terzian
Founder/Chairperson

BY:


Tami Bailey
Coordinator State and Federal Programs

APPROVED AS TO FORM: _____
General Counsel
Legal Services
Center Joint Unified School District



Established 1858

Center Joint Unified School District

Instructional Services

8408 Watt Avenue • Antelope, CA 98843-9116
(916) 338-6320 • Fax (916) 338-6329

BOARD OF TRUSTEES

Nancy Anderson
Jeremy Hunt
Kelly Kelley
Delrae M. Pope
Donald E. Wilson

SUPERINTENDENT

Scott A. Loehr

Date: October 3, 2014

From: Tami JBeily
Coordinator of Federal & State Programs

To: SES Providers

I am sending the below information as an addendum to the CJUSD Master Contract for your review and understanding.

Signed SES Provider contracts and addendum must be signed and returned via email, Attn: Paula Robinson at probinson@centerusd.org no later than Monday, October 6, 2014.

Contracts will be approved by the CJUSD Board of Trustees at the October 15, 2014 Board Meeting. SES providers will be notified by email that the CJUSD Board has approved the contract. Student lists will be provided as an attachment to the notification email. Services must start within 14 calendar days from the date the SES provider is notified of board approval. If services do not begin within 14 calendar days, CJUSD will cancel the contract and will reassign students to another SES provider.

Only the parents or guardian of student may complete Application for SES services. Application must be an original parent signature, not a copy. For verification purposes, parent signatures on SES applications will be compared to parent signatures on school registration packets. Should signatures not match, the CJUSD contract with SES provider will be cancelled, all students under the contract will be reassigned and SES provider will be reported to CDE.

SES Providers will not be paid for services if an ISSA is submitted incomplete or not at all. ISSA must include parent and student signatures.

I hereby acknowledge receipt of said contract and the above revisions and send this letter of acknowledgment.

Deanna Terzian, President

Printed Name/Title

10/6/14

Date

Signature

TutorWorks Inc

SES Provider

"Proud of the Past, Planning for the Future"

Center Unified School District

AGENDA REQUEST FOR:

Dept./Site: Wilson C. Riles Middle School

Date: September 25, 2014

To: Board of Trustees

From: Joyce Frisch, Principal

Principal's Initials: 

Action Item X

Information Item

Attached Pages 6

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 17, 2014

PAYMENT PER DAY:

\$595.00

TOTAL AMOUNT OF CONTRACT:

\$595.00

FUNDING SOURCE

Title 1 Funds

RECOMMENDATION: CJUSD Board of Trustees ratify 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: Camel Productions
Address: 15709 Arrow Highway Suite #2
Phone: (426) 960-6922 Taxpayer ID # 95-2760042

Full description of services to be provided:
Quest for Respect Assembly

Payment \$ 595 per day CONTRACTOR will submit a signed invoice not more frequently than monthly, detailing services provided and charges. Payment will be made within forty-five days after receipt of invoice or service, whichever is later.

Beginning Date of Service: 9-17-14 Frequency of Service: 2 shows

Ending Date of Service: 9-17-14

Method of Payment and Tax Reporting: (check one)

- ☐ Variable Payroll - W-2 Generated (Requires completion of W-4 & I-9 in Personnel Dept.)
☒ Accounts Payable - 1099 Generated (Requires completion of W-9 on back of this form).

Total amount of this contract \$ 595 Budget # _____

Reason service cannot be provided by a District employee:

Signature of CONTRACTOR: _____ Date: 9-15-14
Signature of District employee requesting service: Jose F. Silva Date: 9-25-14
Signature of Accounting Supervisor: _____ Date: _____
Date Board of Trustees Approved (If over \$500.00): _____
Signature of Authorized Contracting Official: _____ Date: _____

*** CONTRACT NOT VALID WITHOUT AUTHORIZED DISTRICT SIGNATURE ***

Form W-9
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

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.

Requester's name and address (optional)

City, state, and ZIP code

Irwindale, CA. 91706

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 | 8 | 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 ▶

9-15-14

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,

INDEPENDENT CONTRACTOR OR EMPLOYEE? DISTRICT GUIDELINES

PART I

	YES	NO
1. Has this category of worker already been classified an "employee" by the IRS? Refer to page 1 for individuals listed in IRS Publication SWR 40 and others identified during the IRS compliance studies in San Diego County.		X
2. Is the individual working as an employee prescribed by the Education Code? Education Code sections 45100-45451/88000-88263 define what constitutes classified service and 44800-45060/87000-87333 define certificated service. The IRS predisposes an employer/employee relationship when state law mandates such a relationship.		
3. Is the individual already an employee of the district in another capacity?		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 necessary</u> that the district <u>exercise</u> this right or have the expertise required to do so. In many cases this would not be practical nor advisable.</i>		X
7. Are the services, as being provided, an integral part of school operations? Are the services being provided necessary to the operation of the school, program, project, etc.? This indicates the district has an interest in the method of performance and implies the maintenance of legal control.		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?		

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

PART II - continued

	YES	NO
<p>11. Does the individual operate an <u>independent</u> trade or business that is available to the general public?</p> <p><i>A determining factor in judging independence is the performance of services to the general public. In evaluating this criteria, school districts are considered to be separate entities. Keep in mind: if the district is utilizing this individual's services on a full-time basis, the individual is <u>not</u> available to the general public. NOTE: Possession of a business license or incorporation does <u>not</u> automatically satisfy this requirement. The determination <u>must</u> be made on the actual <u>relationship</u> between the district and the individual performing services.</i></p>	X	
<p>12. Does the individual have a substantial investment in his/her business, i.e. maintains a facility, equipment, etc.?</p> <p><i>This is indicative of economic risk inherent in business enterprises. An independent contractor must be able to make a profit or sustain a loss.</i></p>	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
<p>13. Does the individual provide all materials and support services necessary for the performance of this service?</p> <p><i>The district should not be providing office space, clerical, secretarial, or any other support for this individual such as materials, xeroxing, printing, office supplies, etc. Any necessary assistants would be hired by the individual.</i></p>	X	
<p>14. Is this paid by the job or on a commission?</p>	X	
<p>15. Does the individual bear the cost of any travel and business expenses incurred to perform this service?</p> <p><i>Generally, these types of expenses are paid by an employer, however, some contracts provide for payment of airfare, mileage, etc. for consultants.</i></p>	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.

Camfel Productions

A non-profit corporation
15709 Arrow Hwy., Ste. 2
Irwindale, CA 91706-2092
(626) 960-6922 Fax (626) 960-2185
Tax ID #95-2760042

Invoice

Invoice # 12950
Contract # 13589

Invoice Date 5/20/2014
Payment Due Date 9/17/2014

Bill To:

Wilson C. Riles MS
Ms. Michele Koscheka
4747 PFE Rd.
Roseville, CA 95747

Invoice Items

<u>Item</u>	<u>Qty</u>	<u>Price</u>	<u>Total</u>
Presentation of QUEST FOR RESPECT with Wilson C. Riles MS on September 17, 2014. TEAM 10 QR - Quest for Respect	1	\$595.00	\$595.00

Invoice \$595.00

Please MAIL payment to the Irwindale address immediately following the performance. To insure that your payment is credited properly, please include Invoice or Contract number on the check stub.

THANK YOU!



delivering character to schools since 1972

[About](#)

[Assemblies](#)

[Set-up](#)

[Scheduling & Cost](#)

[Videos & More](#)

[Downloads](#)



Quest For Respect 6th-12th Grade Assembly



A life-altering message on respect delivered in a captivating three-screen assembly!

Theme: Respect

Everyone wants to be accepted, to be loved, to be respected. Unfortunately, we often base our worth by the number of likes we get on Facebook or by how many positive comments we receive after posting our latest "selfie." Somehow we think the more exposed we are, the more admired we are, but in reality all we are is...well...more exposed.

Quest For Respect will examine our willingness to compromise our values in an attempt to find a place to fit in, and explore our rational for getting involved in the use of drugs & alcohol, or aligning ourselves with bullies in order to find acceptance.

Quest For Respect will demonstrate that true respect is a by-product of how we live our lives each day, how we react to crisis, and how we treat others and ourselves.

The pursuit of respect is a lifelong journey, sustained and proven by our actions every day.

Quest For Respect Character Pack

A follow-up 4-segment discussion video, two 18"x24" posters, one 5'x2' banner, 600 two-sided bookmarks, and a 30-lesson Respect Program can aid in the promotion and follow-up of the assembly.

Click on the Character Pack button to the right to learn more.

QUEST FOR RESPECT links

[Preview Assembly](#)

[Disc. Guide Download](#)

[Character Package](#)

[Assemblies Page](#)

QUEST FOR RESPECT is a three-screen assembly that delivers a powerful message on respect to students. The assembly is designed to be a powerful tool for educators to use in their classrooms. The assembly is designed to be a powerful tool for educators to use in their classrooms. The assembly is designed to be a powerful tool for educators to use in their classrooms.

The Quest For Respect Character Pack is a follow-up to the assembly. It includes a 4-segment discussion video, two 18"x24" posters, one 5'x2' banner, 600 two-sided bookmarks, and a 30-lesson Respect Program. The Character Pack is designed to be a powerful tool for educators to use in their classrooms.

Camfel Productions 1-800-522-6335

16700 Arrow Highway Suite 2 Irwindale, California 91706

[Contact Us](#) | [Current Jobs](#)

AGENDA ITEM # XIV-8

Center Unified School District

AGENDA REQUEST FOR:

Dept./Site: Wilson C. Riles Middle School

Date: September 25, 2014

Action Item X

To: Board of Trustees

Information Item

From: Joyce Frisch, Principal

Attached Pages 3

Principal's Initials: JF

SUBJECT:

Wilson C. Riles Middle School is requesting Board approval for our MOU with Cal-SOAP, a program of the SCOE.

The purpose of this MOU is for tutoring services for the AVID Program from October 16, 2014 until June 30, 2015. Title One funds will be used.

CONSENT AGENDA

AGENDA ITEM # XIV-8



**Sacramento Cal-SOAP Consortium
Memorandum of Understanding-2014-2015-1**

This Memorandum of Understanding (MOU) is between the Sacramento Cal-SOAP Consortium, referred to as "Cal-SOAP," a program of the Sacramento County Office of Education, referred to as "SCOE" and the Center Joint Unified School District, referred to as "District."

The purpose of this MOU is to detail the roles and responsibilities of Cal-SOAP, SCOE and the District in regards to delivering tutoring services at the following schools:

Wilson C. Riles Middle School and Center Joint Unified School District

This MOU is in effect from the date of approval through June 30, 2015.

The Sacramento Cal-SOAP Consortium agrees to:

1. Recruit, hire, and train tutors as available for Wilson C. Riles Middle School
2. Assign tutors to AVID classrooms identified by Wilson C. Riles Middle School representatives at an agreed upon schedule.
3. Review and approve tutor time sheets and pay tutor hours.
4. Invoice the District for reimbursement at the end of this contract as determined as June 30, 2015 for the amount indicated based on submitted timesheets.
5. Provide a representative to meet with school staff periodically to discuss Program effectiveness.
6. **Indemnity.** SCOE shall defend, indemnify, and hold harmless District, Wilson C. Riles Middle School, its officers, agents, subcontractors, and employees from and against any and all liability, loss, expense, attorneys' fees, claims, suit, demand or liability of any kind or character to any persons property arising from or relating to any negligence or SCOE, its officers, agents, or employees.

Center Joint Unified School District in conjunction with Wilson C. Riles Middle School agrees to:

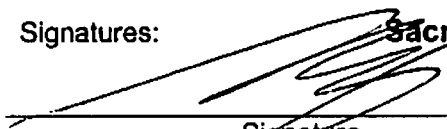
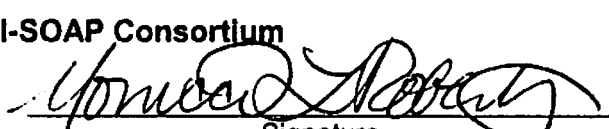
1. Provide a primary contact person for all services provided under this agreement.
2. Provide classroom supervision of Cal-SOAP tutors and students.
3. Ensure that all teachers receiving Cal-SOAP tutors are trained in Tutorology.
4. Review tutor timesheets for accuracy and initial as appropriate.

5. Pay SCOE, the fiscal agent for Sacramento Cal-SOAP the invoiced amount up to \$ 6,208 including SCOE indirect service and salary and benefits for tutor services within 90 days of invoicing.
6. **Indemnity.** Center Joint Unified School District shall defend, indemnify, and hold harmless SCOE, its officers, agents, subcontractors, and employees from and against any and all liability, loss, expense, attorney's fees, claims, suit, demand or liability of any kind or character to any persons property arising from or relating to any negligence of Center Joint Unified School District, its officers, agents, or employees
7. Provide facility insurance and indemnification.

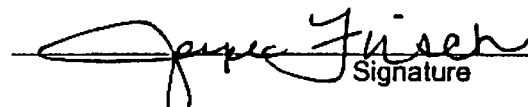
Parties to the Memorandum of Understanding

In consideration of the spirit and intent of this Memorandum of Understanding, the following signatories confirm their understanding of, and commitment to, the principles and objectives embodied herein.

Signatures:

 _____ Signature	 _____ Signature
Mark Vigarito, SCOE Asst. Superintendent _____ Printed Name and Title	Monica Roberts, Project Director _____ Printed Name and Title

Center Joint Unified School District

 _____ Signature
Joyce Frisch, Principal, Wilson C. Riles Middle School _____ Printed Name and Title
9-25-14 _____ Date

**Tutor Cost Estimate for
Wilson Riles Middle School**

**Cost per Tutor: 3 Tutors, 2 section, 55 days
Services Dates: Oct. 14, 2014 - May 21, 2015**

	Tutor Cost
Total Hours	330
Salary (\$14/hr)	\$ 4,620
Benefits (.1363)	\$ 629
Subtotal:	\$ 5,249
9% CalISOAP Admin fee	\$ 472
9.28% SCDs indirect	\$ 487
TOTAL	\$ 6,208

[illegible]

Center Unified School District

AGENDA REQUEST FOR:

Dept./Site: Center High School

Date: September 9, 2014

To: CUSD Board of Trustees

From: Mike Jordan

Principal's Initials moj

Action Item X

Information Item

Attached Pages 3

SUBJECT:

CHS MEDIA COMMUNICATIONS STUDENTS TO SAN FRANCISCO BAY AREA

The California Department of Education mandates all Partnership Academies provide opportunities for students to go on field trips. The plan this school year is for the MCA to take sophomore students to the Bay Area. The goal is to create a real-world working experience by having all students be part of creating a project to share with the community. This cross-curricular project will include elements from English, History, Spanish as well as media components.

As a group, we will visit the Jelly Belly Factory where students learn about manufacturing, marketing and job opportunities. They will tour CSU San Jose, take a walking tour of the Winchester Mystery House, experience Egyptian culture at the Rosicrucian Egyptian Museum, learn the history and significance of Alcatraz, experience the culture of Chinatown, explore and experience hands-on Science at the expanded Exploratorium and some exercise as we walk across the Golden Gate Bridge.

The student cost is \$150. Students have the ability to fundraise to reduce the amount they have to pay. The grant reduces the cost of the trip by paying for transportation and chaperone costs.

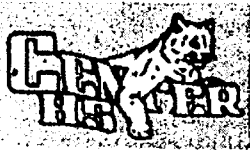
A mandatory parent meeting is held on Tuesday, December 2. The group will stay at the San Jose Marriott. Probable chaperones include Rob McInnes, Matt Chamberlain, Vernon Bisho, Kristen Clements, Anne Cowan, Heather Woods and Amy Chaney.

CONSENT AGENDA

RECOMMENDATION: Approve MCA San Francisco Bay Area trip.

ITINERARY

<u>THURSDAY, DEC. 4</u>		<u>FRIDAY, DEC.5</u>	
7 a.m.	Leave CHS	7 a.m.	Breakfast at Hotel
9:30	Jelly Belly Tour	9 a.m.	Alcatraz
12:00	Lunch/ Winchester Mystery	12:00	Lunch Pier 39
1:30	Tour at CSU San Jose	1:00	Exploratorium
3:30	Rosicrucian Egyptian Museum	3:30	Chinatown
5:30	DinnerChristmas in the Park in Downtown San Jose	4:40	Golden Gate Bridge
8:30	Hotel	6:30	Dinner at Cordelia Junction
		8:45	Arrive in Antelope



Center High School

Welcome McInnes, Rob
9/9/2014 1:06:10 PM

[Home](#) | [Attendance](#) | [Grades](#) | [Student Info](#) | [Resources](#)

[Options](#) | [Logout](#)

View: **Period 2**

Attendance for 9/9/2014 ☐ [Change Date](#)

(Last Updated: 9/9/2014 9:34:34 AM)

Need to Take Attendance Today for Periods: 3

Submit Attendance - Even if all students are present

Period 2 - New Media (721624) - McInnes, Rob													
Stu#	Name	Grd	Perm ID	A	P	T	9/9	9/8	9/5	9/4	9/3	9/2	9/1
1	6852												
2	7184												
3	7240												
4	7238												
5	7265												
6	7297												
7	6864												
8	7917												
9	7132												
10	7076												
11	6946												
12	7329												
13	7015												
14	6908												
Period 2 - Teacher Aide (72TAID) - McInnes, Rob													
Stu#	Name	Grd	Perm ID	A	P	T	9/9	9/8	9/5	9/4	9/3	9/2	9/1
15	5773												
Stu#	Name	Grd	Perm ID	A	P	T	9/9	9/8	9/5	9/4	9/3	9/2	9/1

Submit Attendance - Even if all students are present

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Center High School

Welcome McInnes, Rob
9/9/2014 1:06:48 PM

[Home](#) | [Attendance](#) | [Grades](#) | [Student Info](#) | [Resources](#)

[Options](#) | [Logout](#)

View: [Period 3](#)

Attendance for 9/9/2014 [Change Date](#)

(Last Updated: 9/9/2014 1:06:48 PM)

[Submit Attendance - Even if all students are present](#)

Period 3 - New Media (721624) - McInnes,Rob																
Sl#	Name	Grd	Perm.ID	A	P	T	9/9	9/8	9/5	9/4	9/3	9/2	9/1	8/29	8/28	8/27
1	7089	10	40823	⊙	○	○	○									
2	7176	10	43423	⊙	○	○	○									
3	6856	10	21784	⊙	○	○	○									
4	7041	10	21723	⊙	○	○	○		A	M						
5	7032	10	29613	⊙	○	○	○									
6	6921	10	22036	⊙	○	○	○									
7	6972	10	21810	⊙	○	○	○						I			
8	7194	10	43602	⊙	○	○	○									
9	7044	10	21737	⊙	○	○	○									M
10	7248	10	44271	⊙	○	○	○									
11	7183	10	38532	⊙	○	○	○									
12	7266	10	44323	⊙	○	○	○									
13	7289	10	44419	⊙	○	○	○									
14	6981	10	21831	⊙	○	○	○									
15	6901	10	28964	⊙	○	○	○									
16	7264	10	44320	⊙	○	○	○									
17	6989	10	21850	⊙	○	○	○									
18	7275	10	44334	⊙	○	○	○									
19	6896	10	28661	⊙	○	○	○						I			
20	6869	10	22027	⊙	○	○	○									
21	7095	10	40928	⊙	○	○	○									
22	7023	10	28436	⊙	○	○	○									
23	7141	10	42376	⊙	○	○	○									
24	7236	10	44260	⊙	○	○	○									M
25	6945	10	22054	⊙	○	○	○									
26	7059	10	21748	⊙	○	○	○									
27	7074	10	37872	⊙	○	○	○									
28	7137	10	21933	⊙	○	○	○									
29	7065	10	23699	⊙	○	○	○									
30	7252	10	44274	⊙	○	○	○									
31	7083	10	39423	⊙	○	○	○									
32	7261	10	44281	⊙	○	○	○									
Period 3 - Teacher Aide (727AID) - McInnes,Rob																
Sl#	Name	Grd	Perm.ID	A	P	T	9/9	9/8	9/5	9/4	9/3	9/2	9/1	8/29	8/28	8/27
33	5716	12	17992	⊙	○	○	○							U		
34	5870	12	18018	⊙	○	○	○									
Sl#	Name	Grd	Perm.ID	A	P	T	9/9	9/8	9/5	9/4	9/3	9/2	9/1	8/29	8/28	8/27

* Student has an SSA Date

[Submit Attendance - Even if all students are present](#)

Center Unified School District

AGENDA REQUEST FOR:

Dept./Site: Center High School

Date: September 12, 2014

Action Item XX

To: CUSD Board of Trustees

Information Item

From: Mike Jordan

Attached Pages 9

Principal's Initials maj

SUBJECT: Future Business Leaders of America (FBLA) Northern California Leadership Development Institute

Future Business Leaders of America Co-Advisers, Joe Gomes and Cathy Cummings, are requesting approval to take 10 members of our organization to the FBLA Leadership Development Institute. The conference will be at Santa Clara Hyatt Regency from October 17th to the 19th.

Students will be transported by their advisers to mitigate travel expenses. Funding for adviser expenses will be provided through the Carl Perkins fund. Our student leaders have been fundraising throughout the school year and will be using those funds to subsidize the cost of their travel. No district funds will be used for this trip.

The purpose of this trip is to hone the leadership skills of our officer team to make our local organization more effective.

The agenda and flyer for this event are attached.

Below is the list of the officers that will be invited.

Mary Lou Alcantara
Emily Phung
Melanie Wilson
Joseph Chao
Vincent Ma
Nicholas Nguyen
Nardos Getahun
Ankit Sompura
Asil Rafique
Aaron Camerino

Joe Gomes and Cathy Cummings, FBLA Co-Advisers

RECOMMENDATION: Approve Center High School's FBLA to attend the Northern California Leadership Development Institute.

CONSENT AGENDA



**2014 CALIFORNIA
FUTURE BUSINESS LEADERS OF AMERICA
Leadership Development Institute-North
Conference Guide**

**Hyatt Regency, Santa Clara, California
October 17-19, 2014**

AT LEADERSHIP DEVELOPMENT INSTITUTE – NORTH, YOU WILL GET TO:

- ◆ Experience over 40 incredible leadership, career development, and officer and adviser training workshops.
- ◆ Receive a “Graduate with Honors” certificate by attending the general session and six workshops.
- ◆ Meet and get an inside track with professionals from the business community.
- ◆ Bring those blue jeans and \$2 to join in the fun to attend the Blue Jeans for Babies Dance supporting the March of Dimes.

**REMEMBER, GET YOUR FBLA CHAPTER TO A GREAT START BY ATTENDING THIS
YEAR’S LDI-NORTH!**



California FBLA welcomes all chapters in the Bay, Central, and Northern Sections to the Leadership Development Institute – North (LDI) at the Hyatt Regency Santa Clara, October 17-19, 2014.

ALL CONFERENCE INFORMATION CAN BE FOUND UNDER THE CONFERENCES TAB AT www.cafbla.org

- ◆ **Conference Registration:**
 - Online conference registration opens September 2, 2014 and closes October 3, 2014
 - \$45 for members, advisers, and chaperons.
 - \$20 for State/Section Officers and their advisers.
 - 2 free registrations for Gold Seal Chapters (13-14).
 - 1 free registrations for Outstanding Chapters (13-14).
 - Conference registration payment is due the CAFBLA Business Manager by October 10, 2014.
- ◆ **Hotel Room Reservations:**
 - The Hyatt Regency Santa Clara hotel room reservation form is available under the Conferences tab at www.cafbla.org
 - Email the completed Hotel Room Reservation form to Jason.nagrampa@hyatt.com by the due date of September 26, 2014.
 - Room rate is \$116 (total including taxes) per room. Reserve your block of rooms with a valid credit card. Payment completed at check-in.
- ◆ **FBLA Code of Conduct and Medical Release Form**
 - A PDF Fill-in form can be downloaded from the Conferences tab. Please print form front to back (two-sided).
 - Each chapter must turn in completed forms (alphabetically) at registration.
- ◆ **Conference attendees must be registered (paid) with the National Office at www.fbla-pbl.org.**

SEE YOU IN SANTA CLARA,

**Leadership Teams of Bay, Central, and Northern Sections
CA FBLA State Management Team, North**

Nancy Sansot, Bay Section Director – email: baydirector@cafbla.org

Jacob Avila, Central Section Director – email: centraldirector@cafbla.org

Pamela Stalley, Northern Section Director – email: northerndirector@cafbla.org

Questions? - Please email your section director.



CONFERENCE AT A GLANCE!

Date: October 17-19, 2014

Due Dates: **October 3** (registration closes) and **October 10** is the received date for Conference Registration.

September 26 is the received date for Hotel Room Reservation.

Accommodations: Hyatt Regency, Santa Clara. (Off of Highway 101 near Great America Park)

Conference Registration:

On-Line registration for this conference is on the California Website, www.cafbla.org, under Conferences (Students must be registered with FBLA-PBL)

\$45 registration per FBLA member, adviser, and chaperon and includes all conference functions including full buffet breakfast Sunday morning. State/Section Officers and their advisers registration is \$20)

Those California chapters achieving **Gold Seal Chapter** recognition last year will receive **two** complimentary registrations. **Outstanding Chapters** will receive **one** complimentary registration.

Please send a copy of registration along with payment to:

Theresa Hagelbarger, Business Manager
California FBLA, P.O. Box 232, La Habra, CA 90633-0232

Hotel Room Reservation

Lodging arrangements are to be made directly with the Hyatt Regency Santa Clara by **September 26** to insure room availability. Please complete the Housing Reservation Form. Rates are **\$116 per room** per night including taxes. All participants **MUST** stay on site for the conference. All chapters must have a school-approved chaperon staying on site as well. (Form available on the www.cafbla.org website).

Reservations Department, Jason Nagrampa
Hyatt Regency Santa Clara
5101 Great America Pkwy
Santa Clara, CA 95054
Phone (408) 510-6452
Email: Jason.nagrampa@hyatt.com



AGENDA

Friday, October 17, 2014	
6:00 pm-8:00 pm	CONFERENCE REGISTRATION
9:00 pm-10:30 pm	Fun, Networking Activities—Zumba and Fun Ice Breaker Activities
11:00 pm-6:00 am	CURFEW (Everyone in Own Assigned Rooms)
Saturday, October 18, 2014	
7:30 am-9:00 am	CONFERENCE REGISTRATION
9:00 am-9:30 am	OFFICER WORKSHOPS
9:00 am-9:45 am	LEADERSHIP SESSION I
10:00 am-11:10 am	OPENING SESSION Keynote: Jake Ballentine, Using Music to Make a Difference
11:15 am-12:00 pm	LEADERSHIP SESSION II and ADVISERS' MEETING
12:00 pm-1:20 pm	LUNCH (on your own)
1:30 pm-2:15 pm	LEADERSHIP SESSION III
2:25 pm-3:10 pm	LEADERSHIP SESSION IV
3:10 pm-3:25 pm	BREAK
3:25 pm-4:10 pm	LEADERSHIP SESSION V
4:20 pm-5:05 pm	LEADERSHIP SESSION VI
5:10 pm	Turn in conference evaluation forms to your adviser. You must attend six workshops to earn Honors.
5:30 pm	Advisers turn in your chapter members' evaluation forms to your Section President or Director
5:30 pm-8:30 pm	DINNER (on your own)
8:30 pm-11:00 pm	March of Dimes Blue Jeans for Babies Dance The dance is a fundraiser for March of Dimes and your donation of \$2 will entitle you to dress in casual attire. Please Note: This dance is part of the conference, and you must conduct yourself appropriately. If you are being inappropriate in your dance style you will be excused from the dance. Advisers and chaperones will be supervising the dance.
11:30 pm-6:00 am	CURFEW (Everyone in Own Assigned Rooms)
Sunday, October 19, 2014	
8:00 am-10:30 am	CLOSING BREAKFAST SESSION Guest Speaker to be announced



SENT 10-10-20 10:50am

CALIFORNIA FUTURE BUSINESS LEADERS OF AMERICA
2014 Leadership Development Institute-North
Housing Reservation Form

All hotel information must be RECEIVED by September 26, 2014**

Make checks payable to *Hyatt Regency Santa Clara*

Please mail check and copy of this form to:

Reservations Department: Jason Nagrampa

Hyatt Regency Santa Clara

5101 Great America Parkway

Santa Clara, CA 95054

Phone: (408) 510-6452

FAX: (408) 510-6449

Email: Jason.nagrampa@hyatt.com

Accommodations

(Rates are \$116 per night, per room, including tax)

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

PLEASE NOTE: Double Beds will be assigned on a first come, first serve basis, based on the date the reservation requests are received by the hotel. **The group room rate and availability will be available until the group's cut-off date of September 25, 2014 or until the group block is sold-out, whichever comes first.

TO GUARANTEE RESERVATION: FAX or EMAIL this form with a credit card number in the space provided. Reservations are not confirmed until confirmation numbers are received from the hotel. Should confirmation numbers not be received within three business days, please feel free to contact us at 408-510-6452.

PAYMENT: All reservations must be made with a valid credit card at the time of booking. Credit Cards will not be charged at this time. For Check Payments, please mail checks with a copy of this form to the address listed above for receipt by September 25, 2014.

CANCELLATION: Any reservation cancellations must take place before 3:00 PM PST, October 10, 2014 to avoid any penalty. Cancellations after this date will incur a fee of one night's room and tax charges.

Failure to arrive on your indicated check-in date without prior notification will result in cancellation of your reservation and one night's room and tax charge will be billed to your credit card.

Person responsible for group's Billing JOE GOMES	E-mail address: joe.gomes@hotmail.com
School Name Center High School	
Mailing Address 3111 Center Court Lane	
City/ZIP Antelope 95843	School Phone Number 916.339.4780
School Fax Number 916.338.6434	Date and Time of Arrival Oct. 17, 5 pm
Transportation Type: (Bus, Van, Personal Cars) Van	Departure Date Oct 19, 10 a.m.
Credit Card Type VISA	Card Number [REDACTED]
Expiration Date 10/14	Name on Card Joseph P. Gomes

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

Signature of Card Holder

Check-out time is 12 PM. Rooms may not be available for check-in until 3:00 p.m.
Complete the rooming list on the back of this form.

Housing Form, part 2

School	CENTER HIGH SCHOOL	Responsible Adviser	GOMES/CUMMINGS
--------	--------------------	---------------------	----------------

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

Check Appropriate Room Type	Male or Female	Name(s) of Room Occupant(s)
<input checked="" type="checkbox"/> Single	M	JOE GOMES
<input type="checkbox"/> Double		
<input type="checkbox"/> Triple		
<input type="checkbox"/> Quad		
<input checked="" type="checkbox"/> Single	F	CATHY CUMMINGS
<input type="checkbox"/> Double		
<input type="checkbox"/> Triple		
<input type="checkbox"/> Quad		
<input type="checkbox"/> Single	F	EMILY PHUNG
<input type="checkbox"/> Double	F	MELANIE WILSON
<input type="checkbox"/> Triple	F	NARDOS GETAHUN
<input checked="" type="checkbox"/> Quad	F	MARY LOU ALcantara
<input type="checkbox"/> Single	M	ANKIT SOMPUA
<input type="checkbox"/> Double	M	NICK NGUYEN
<input type="checkbox"/> Triple	M	VINCENT MA
<input checked="" type="checkbox"/> Quad	M	JOSEPH CHAU
<input type="checkbox"/> Single	M	ALEX GOMES
<input type="checkbox"/> Double	M	HANK AARON
<input type="checkbox"/> Triple	M	JOE MAYS
<input checked="" type="checkbox"/> Quad	M	JACK GIBSON
<input type="checkbox"/> Single		
<input type="checkbox"/> Double		
<input type="checkbox"/> Triple		
<input type="checkbox"/> Quad		
<input type="checkbox"/> Single		
<input type="checkbox"/> Double		
<input type="checkbox"/> Triple		
<input type="checkbox"/> Quad		
<input type="checkbox"/> Single		
<input type="checkbox"/> Double		
<input type="checkbox"/> Triple		
<input type="checkbox"/> Quad		
<input type="checkbox"/> Single		
<input type="checkbox"/> Double		
<input type="checkbox"/> Triple		
<input type="checkbox"/> Quad		

Copy this sheet if you need additional space.

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept. /Site: Business Department

Date: 10/03/2014

Action Item

To: Board of Trustees

Information Item

From: Jeanne Bess

Attached Page1

SUBJECT:

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

The Governing board is asked to approve the attached payroll
Orders for July 2014 through September 2014.

RECOMMENDATION: That the CJUSD Board of Trustees approve the
District Payroll Orders for July 2014 through September 2014.

CONSENT AGENDA

DISTRICT PAYROLL-SUMMARIZED FOR FISCAL YEAR ENDING JUNE 30,2015
--

	REGULAR	VARIABLE	SPECIAL	TOTAL PAYROLL	#OF TRANSACTIONS
JULY	\$ 902,542.82	81406.56		\$ 983,949.38	290
AUG	\$ 2,266,235.09	\$ 91,685.94		\$ 2,357,921.03	740
SEPT	\$ 2,276,306.32	\$ 123,245.48		\$ 2,399,551.80	779
OCT				\$ -	
NOV				\$ -	
DEC				\$ -	
2-Jan				\$ -	
JAN				\$ -	
FEB				\$ -	
MARCH				\$ -	
APRIL				\$ -	
MAY				\$ -	
JUNE				\$ -	
SPECIAL				\$ -	
	\$ 5,445,084.23	\$ 296,337.98	\$ -	\$ 5,741,422.21	1809

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Business Department

Date: September, 2014

To: Board of Trustees

From: Jeanne Bess

Action Item

Information Item

Attached Pages 58

SUBJECT: Supplemental Agenda – Commercial Warrant Registers

**September 4, 2014, \$200,508.84, September 10, 2014, \$82,117.61
September 18, 2014 \$169,878.73 September 25, 2014, \$438,813.98**

**The commercial warrant payments to vendors totals
\$ 891,319.16**

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

CONSENT AGENDA

81 CENTER UNIFIED SCHOOL DIST.
09-04-14

ACCOUNTS PAYABLE PRELIST

J6437 APY500 H.02.05 09/04/14 PAGE 0

Batch status: A All

From batch: 0022

To batch: 0022

Include Revolving Cash: Y

Include Address: N

81 CENTER UNIFIED SCHOOL DIST.
09-04-14

ACCOUNTS PAYABLE PRELIST
BATCH: 0022 9-5-14
FUND : 01 GENERAL FUND

J6437 APY500 H.02.05 09/04/14 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						
41 PO-150027	09/04/2014	097816/2	1 01-8150-0-4300-106-0000-8110-007-000 NN P			48.30	48.30
			TOTAL PAYMENT AMOUNT	48.30 *			48.30
010002/00	ALDAR ACADEMY						
491 PO-150424	09/04/2014	JULY14	1 01-6500-0-5800-102-5750-1180-002-000 NN P			2,001.86	2,001.86
			TOTAL PAYMENT AMOUNT	2,001.86 *			2,001.86
018439/00	ALEXANDER D. PLATT						
583 PO-150593	09/04/2014	TRAINING AND COST	1 01-3010-0-5800-103-1110-1000-003-822 NY F			4,073.07	4,073.07
			TOTAL PAYMENT AMOUNT	4,073.07 *			4,073.07
011757/00	ATHLETICS UNLIMITED						
560 PO-150488	09/04/2014	00990000017525	1 01-0000-0-5800-472-1110-1000-014-782 NN F			612.37	612.37
608 PO-150528	09/04/2014	00990000017458	1 01-0472-0-4300-472-1263-4200-014-000 NN F			749.67	749.67
			TOTAL PAYMENT AMOUNT	1,362.04 *			1,362.04
019397/00	ATTAINMENT CO. INC.						
547 PO-150466	09/04/2014	242507A	1 01-6500-0-4300-102-5750-1110-002-000 NN F			414.61	394.38
			TOTAL PAYMENT AMOUNT	394.38 *			394.38
010700/00	AUS SACRAMENTO MC LOCKBOX						
223 PO-150192	09/04/2014	506-3239534	1 01-0000-0-5800-111-0000-8200-007-000 NN P			65.04	65.04
			TOTAL PAYMENT AMOUNT	65.04 *			65.04
016805/00	BATES, CHERYL						
529 PO-150468	09/04/2014	AUGUST MILEAGE	1 01-6500-0-5210-102-5750-1130-003-000 NY P			45.56	45.56
			TOTAL PAYMENT AMOUNT	45.56 *			45.56

81 CENTER UNIFIED SCHOOL DIST.
09-04-14

ACCOUNTS PAYABLE PRELIST
BATCH: 0022 9-5-14
FUND : 01 GENERAL FUND

J6437 APY500 H.02.05 09/04/14 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				
014568/00	CALIFORNIA CHAMBER OF COMMERCE						
235 PO-150216	09/04/2014	10828249	1 01-0000-0-5800-110-0000-7200-004-000 NN F			1,020.23	1,020.23
TOTAL PAYMENT AMOUNT			1,020.23 *				1,020.23
015021/00	CANNON SPORTS INC.						
PV-151021	09/03/2014	INV462021	01-6300-0-4300-472-1110-1000-014-000 NN				664.55
TOTAL PAYMENT AMOUNT			664.55 *				664.55
020305/00	CDW GOVERNMENT INC.						
424 PO-150369	09/04/2014	NR53015	1 01-6500-0-4400-102-5001-2700-002-000 NN F			472.52	472.52
523 PO-150451	09/04/2014	NV66661	1 01-0000-0-4300-475-3200-2700-015-000 NN F			117.76	117.76
542 PO-150461	09/04/2015	NW28006	1 01-6512-0-4300-102-5001-2700-002-000 NN F			150.00	150.00
TOTAL PAYMENT AMOUNT			740.28 *				740.28
017752/00	CORONA NORCO UNIFIED SCH.DIST.						
662 PO-150580	09/04/2014	150004	1 01-0000-0-5800-115-0000-7700-007-000 NN F			2,900.00	2,900.00
TOTAL PAYMENT AMOUNT			2,900.00 *				2,900.00
016761/00	CPM EDUCATIONAL PROGRAM						
426 PO-150370	09/04/2014	1404032-IN	1 01-6300-0-4100-103-1110-1000-003-000 NN F			517.49	513.02
TOTAL PAYMENT AMOUNT			513.02 *				513.02
021797/00	D3 SPORTS INC						
558 PO-150486	09/04/2014	18793	1 01-7220-0-5800-472-1110-1000-014-000 NN F			310.55	310.55
601 PO-150522	09/04/2014	18768	1 01-7220-0-5800-472-1110-1000-014-000 NN F			1,460.86	1,460.86
TOTAL PAYMENT AMOUNT			1,771.41 *				1,771.41
014858/00	DEASON, CRAIG						
633 PO-150540	09/04/2014	REIMB	1 01-8150-0-4300-106-0000-8110-007-000 NN F			20.51	20.51
TOTAL PAYMENT AMOUNT			20.51 *				20.51

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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			
010481/00	DEMCO INC																
	552 PO-150474	09/04/2014	5378702			1	01-0000-0-4300-103-0000-2420-003-000	NN F							90.77	86.51	
	TOTAL PAYMENT AMOUNT																86.51
016767/00	DV WAREHOUSE INC																
	534 PO-150470	09/04/2014	104307			1	01-7220-0-4300-472-1110-1000-014-000	NN F							659.36	659.36	
	534 PO-150470	09/04/2014	104307			2	01-7220-0-4400-472-1110-1000-014-000	NN F							891.00	891.00	
	TOTAL PAYMENT AMOUNT																1,550.36
018277/00	EASTER SEAL SOCIETY OF CA. INC																
	220 PO-150546	09/04/2014	JULY-14			1	01-6500-0-5800-102-5750-1180-002-000	NN P							1,275.75	1,275.75	
	TOTAL PAYMENT AMOUNT																1,275.75
021610/00	EATON INTERPRETING SERVICES																
	619 PO-150518	09/04/2014	190782			1	01-0000-0-5800-103-0000-7200-003-000	NN P							125.00	125.00	
	TOTAL PAYMENT AMOUNT																125.00
010592/00	EWING IRRIGATION PRODUCTS																
	53 PO-150085	09/04/2014	8582508			1	01-0000-0-4300-106-0000-8110-007-000	NN P							1,301.99	1,301.99	
	TOTAL PAYMENT AMOUNT																1,301.99
019523/00	FOLLETT SCHOOL SOLUTIONS INC																
	431 PO-150377	09/04/2014	1690152A			1	01-0037-0-4100-103-1110-1000-003-000	NN P							2,319.52	2,319.52	
	431 PO-150377	09/04/2014	1690152B			1	01-0037-0-4100-103-1110-1000-003-000	NN F							7,575.44	7,621.25	
	539 PO-150460	09/04/2014	1701301A			1	01-6300-0-4100-103-1110-1000-003-000	NN F							99.47	99.47	
	TOTAL PAYMENT AMOUNT																10,040.24
017681/00	GEARY PACIFIC SUPPLY																
	464 PO-150401	09/04/2014	2864084			1	01-8150-0-4300-106-0000-8110-007-000	NN P							195.43	195.43	
	TOTAL PAYMENT AMOUNT																195.43

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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				
022347/00	GIVE SOMETHING BACK						
538 PO-150459	09/04/2014	IN-0274616	1 01-6500-0-4300-102-5770-1110-002-000 NN F			43.99	43.99
573 PO-150496	09/04/2014	IN-0276740	1 01-0000-0-4300-475-3200-2700-015-000 NN F			117.88	117.85
575 PO-150497	09/04/2014	IN-0276739	1 01-6300-0-4300-475-3200-1000-015-000 NN F			42.38	42.39
597 PO-150512	09/05/2014	IN-0276738	1 01-0000-0-4300-472-1284-1000-014-000 NN F			481.94	481.95
621 PO-150533	09/04/2014	IN0277855	1 01-0000-0-4300-102-0000-3140-003-000 NN F			152.25	152.25
657 PO-150563	09/04/2014	IN-0277856	1 01-0000-0-4300-105-0000-7200-005-000 NN F			576.04	576.04
TOTAL PAYMENT AMOUNT			1,414.47 *				1,414.47
010191/00	GRAINGER						
382 PO-150334	09/04/2014	9521392739	1 01-8150-0-4300-106-0000-8110-007-000 NN P			24.43	24.43
TOTAL PAYMENT AMOUNT			24.43 *				24.43
014466/00	HAYES, TRACY						
681 PO-150585	09/04/2014	REIMB	1 01-6300-0-4300-371-1110-1000-012-000 NN F			141.39	141.39
683 PO-150587	09/04/2014	REIMB	1 01-6300-0-4300-371-1110-1000-012-000 NN F			143.24	143.24
TOTAL PAYMENT AMOUNT			284.63 *				284.63
017002/00	HOME DEPOT CREDIT SERVICES						
44 PO-150030	09/04/2014	5146283	1 01-8150-0-4300-106-0000-8110-007-000 NN P			87.44	87.44
44 PO-150030	09/04/2014	0018085	1 01-8150-0-4300-106-0000-8110-007-000 NN P			103.08	103.08
197 PO-150174	09/04/2014	1572809	1 01-0000-0-4300-111-0000-8200-007-000 NN P			28.92	28.92
TOTAL PAYMENT AMOUNT			219.44 *				219.44
011341/00	HUNT & SONS INC						
62 PO-150037	09/04/2014	263550/204299	1 01-0000-0-4308-112-0000-3600-007-000 NN P			25,168.20	25,168.20
TOTAL PAYMENT AMOUNT			25,168.20 *				25,168.20
022114/00	IZA DESIGN						
676 PO-150584	09/04/2014	INV23037	1 01-0000-0-5800-371-1110-1000-012-914 NN F			558.00	558.00
TOTAL PAYMENT AMOUNT			558.00 *				558.00

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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		
020090/00	JORDAN, MICHAEL															
669	PO-150581	09/04/2014	REIMB			1	01-0000-0-4300-472-0000-2700-014-000	NN F	460.02	460.02						
					TOTAL PAYMENT AMOUNT		460.02	*								460.02
016042/00	L&H AIRCO															
371	PO-150321	09/04/2014	7534			1	01-8150-0-4300-106-0000-8110-007-000	NN P	486.80	486.80						
					TOTAL PAYMENT AMOUNT		486.80	*								486.80
017726/00	LOS ANGELES FREIGHTLINER															
513	PO-150439	09/04/2014	BN58041-58202			1	01-0000-0-4300-112-0000-3600-007-000	NN P	36.87	36.87						
					TOTAL PAYMENT AMOUNT		36.87	*								36.87
021914/00	LOY MATTISON ENTERPRISES															
417	PO-150362	09/04/2014	080114083114			1	01-0000-0-5902-106-0000-8110-007-000	NY P	472.50	472.50						
					TOTAL PAYMENT AMOUNT		472.50	*								472.50
022406/00	MAXIM HEALTHCARE SERVICES INC															
466	PO-150403	09/04/2014	2631120262			1	01-0000-0-5800-102-0000-3140-003-000	NN P	3,134.40	3,134.40						
					TOTAL PAYMENT AMOUNT		3,134.40	*								3,134.40
022556/00	MERLINDA BALAGOT															
721	PO-150617	09/04/2014	MILEAGE			1	01-6500-0-5210-102-5001-2700-002-000	NN P	94.64	94.64						
					TOTAL PAYMENT AMOUNT		94.64	*								94.64
019059/00	MILLENNIUM TERMITE & PEST															
29	PO-150017	09/04/2014	TR-71099			1	01-0000-0-5500-106-0000-8110-007-000	NN P	91.00	91.00						
29	PO-150017	09/04/2014	TR-72628			1	01-0000-0-5500-106-0000-8110-007-000	NN P	57.00	57.00						
29	PO-150017	09/04/2014	TR-72628			1	01-0000-0-5500-106-0000-8110-007-000	NN P	59.00	59.00						
					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				
015787/00	O'REILLY AUTO PARTS						
653 PO-150560	09/04/2014	3558297105	1 01-8150-0-4300-106-0000-8110-007-000 NN P			133.94	133.94
TOTAL PAYMENT AMOUNT						133.94 *	133.94
017576/00	OFFICE DEPOT/BUS.SERVICES DIV						
213 PO-150187	09/04/2014	724184282001	1 01-0000-0-4300-238-1110-1000-010-000 NN P			295.67	295.67
213 PO-150187	09/04/2014	724184283001	1 01-0000-0-4300-238-1110-1000-010-000 NN F			2.86	2.86
185 PO-150220	09/04/2014	725675469001	1 01-0000-0-4300-234-1110-1000-008-000 NN P			4.26	4.26
185 PO-150220	09/04/2014	725675469002	1 01-0000-0-4300-234-1110-1000-008-000 NN P			6.83	6.83
185 PO-150220	09/04/2014	724575326001-CREDIT	1 01-0000-0-4300-234-1110-1000-008-000 NN F			787.18	826.95
204 PO-150224	09/04/2014	725672333001	1 01-0000-0-4300-234-1110-1000-008-000 NN P			12.88	12.88
204 PO-150224	09/04/2014	710033724001	1 01-0000-0-4300-234-1110-1000-008-000 NN P			23.00	23.00
204 PO-150224	09/04/2014	710033723001	1 01-0000-0-4300-234-1110-1000-008-000 NN F			690.61	698.19
207 PO-150226	09/04/2014	725676281001	1 01-0000-0-4300-234-1110-1000-008-000 NN P			9.33	9.33
207 PO-150226	09/04/2014	72142111001	1 01-0000-0-4300-234-1110-1000-008-000 NN P			1.16	1.16
207 PO-150226	09/04/2014	721421109001	1 01-0000-0-4300-234-1110-1000-008-000 NN F			880.65	919.30
325 PO-150278	09/04/2014	725672677001	1 01-3010-0-4300-234-1110-1000-008-000 NN P			3.21	3.21
325 PO-150278	09/04/2014	725635874001	1 01-3010-0-4300-234-1110-1000-008-000 NN P			34.78	34.78
325 PO-150278	09/04/2014	721421819001	1 01-3010-0-4300-234-1110-1000-008-000 NN F			609.07	627.46
388 PO-150337	09/04/2014	709560101002	1 01-0000-0-4300-234-1110-1000-008-000 NN P			25.60	25.60
388 PO-150337	09/04/2014	709560102001	1 01-0000-0-4300-234-1110-1000-008-000 NN P			10.89	10.89
388 PO-150337	09/04/2014	709560101001	1 01-0000-0-4300-234-1110-1000-008-000 NN F			241.49	243.77
401 PO-150348	09/04/2014	709561498001	1 01-0000-0-4300-234-1110-1000-008-000 NN P			639.42	639.42
401 PO-150348	09/04/2014	709561499001	1 01-0000-0-4300-234-1110-1000-008-000 NN P			18.79	18.79
401 PO-150348	09/04/2014	709561498002	1 01-0000-0-4300-234-1110-1000-008-000 NN F			29.16	30.72
596 PO-150511	09/04/2014	726759445001	1 01-0000-0-4300-472-0000-2700-014-000 NN F			255.65	263.64
TOTAL PAYMENT AMOUNT						4,698.71 *	4,698.71
021752/00	PACIFIC POWER & SYSTEMS INC						
479 PO-150413	09/04/2014	3631	1 01-8150-0-5600-106-0000-8110-007-000 NN F			1,000.00	1,031.93
TOTAL PAYMENT AMOUNT						1,031.93 *	1,031.93
021194/00	PRUDENTIAL OVERALL SUPPLY INC						
133 PO-150070	09/04/2014	180192744	1 01-0000-0-5600-112-0000-3600-007-000 NN P			58.62	58.62
TOTAL PAYMENT AMOUNT						58.62 *	58.62

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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				
010627/00		RIVERVIEW INTERNATIONAL TRUCKS					
579 PO-150500	09/04/2014	22029	1 01-0000-0-5600-112-0000-3600-007-000 NN P			3,392.20	3,392.20
			TOTAL PAYMENT AMOUNT	3,392.20 *			3,392.20
010867/00		RUBBERCAL					
548 PO-150471	09/04/2014	IN201858	1 01-6500-0-4300-102-5770-1110-002-000 NN F			43.44	42.78
			TOTAL PAYMENT AMOUNT	42.78 *			42.78
010315/00		SAC CO OFFICE OF ED FIN SVCS					
732 PO-150625	09/04/2014	141669	1 01-3010-0-5800-371-1110-1000-012-000 NN F			5,991.00	5,991.00
			TOTAL PAYMENT AMOUNT	5,991.00 *			5,991.00
021289/00		SACRAMENTO COUNTY OFF. OF ED.					
697 PO-150602	09/04/2014	REGIST FEE	1 01-0000-0-5200-472-0000-2700-014-000 NN F			485.00	485.00
			TOTAL PAYMENT AMOUNT	485.00 *			485.00
014493/00		SACRAMENTO EDUCATIONAL CABLE					
660 PO-150568	09/04/2014	938	1 01-0000-0-5800-115-0000-7700-007-000 NN F			2,503.98	2,318.50
			TOTAL PAYMENT AMOUNT	2,318.50 *			2,318.50
020695/00		SCHOOL OUTFITTERS					
390 PO-150339	09/04/2014	INV 11492015	1 01-0000-0-4300-472-0000-2700-014-000 NN P			850.22	850.22
390 PO-150339	09/04/2014	11490373	1 01-0000-0-4300-472-0000-2700-014-000 NN P			360.49	360.49
390 PO-150339	09/04/2014	11491096	1 01-0000-0-4300-472-0000-2700-014-000 NN F			281.07	281.07
			TOTAL PAYMENT AMOUNT	1,491.78 *			1,491.78
014786/00		SCHOOL SPECIALTY					
452 PO-150389	09/04/2014	208113108368	1 01-6300-0-4300-240-1110-1000-011-000 NN F			77.60	65.93
			TOTAL PAYMENT AMOUNT	65.93 *			65.93

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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
010503/00		TEXTBOOK WAREHOUSE			
442 PO-150383	09/04/2014	S10292086	1 01-6300-0-4100-103-1110-1000-003-000 NN F	2,354.40	2,354.40
		TOTAL PAYMENT AMOUNT	2,354.40 *		2,354.40
014079/00		THYSSENKRUPP ELEVATOR CORP			
38 PO-150025	09/04/2014	3001255138	1 01-0000-0-5600-106-0000-8110-007-000 NN P	932.26	932.26
		TOTAL PAYMENT AMOUNT	932.26 *		932.26
010519/00		TIM'S MUSIC			
PV-151019	09/02/2014	INV-169987	01-0037-0-4200-103-1110-1000-003-000 NN		378.79
		TOTAL PAYMENT AMOUNT	378.79 *		378.79
018567/00		TRULITE WSG LLC			
48 PO-150034	09/04/2014	690814	1 01-8150-0-4300-106-0000-8110-007-000 NN P	59.78	59.78
48 PO-150034	09/04/2014	690815	1 01-8150-0-4300-106-0000-8110-007-000 NN P	52.05	52.05
48 PO-150034	09/04/2014	694328	1 01-8150-0-4300-106-0000-8110-007-000 NN P	1,452.95	1,452.95
		TOTAL PAYMENT AMOUNT	1,564.78 *		1,564.78
020091/00		VAN NESS-CORONADO, LISA			
674 PO-150583	09/04/2014	REIMB	1 01-0000-0-4300-103-0000-7200-003-000 NN F	57.44	57.44
		TOTAL PAYMENT AMOUNT	57.44 *		57.44
021356/00		WHY TRY LLC			
484 PO-150417	09/04/2014	19057	1 01-6512-0-5200-102-5001-2700-002-000 NN F	1,198.00	1,198.00
		TOTAL PAYMENT AMOUNT	1,198.00 *		1,198.00
014397/00		WORKABILITY REGION 4			
691 PO-150599	09/04/2014	REG-BENDER-PACHECO	1 01-6520-0-5200-472-5770-1110-003-000 NN F	300.00	300.00
		TOTAL PAYMENT AMOUNT	300.00 *		300.00

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num			
Req Reference	Date	Description	FD RESO	P OBJE	SIT GOAL	FUNC RES	DEP TSMP	Liq Amt
								Net Amount
017313/00	XEROX							
1 PO-150001	09/04/2014	075312498	1 01-3010-0-5612-240-1110-1000-011-000	NN	P			19.96
TOTAL PAYMENT AMOUNT								19.96 *
TOTAL FUND PAYMENT								168,002.83 **
								168,002.83

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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
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010669/00 ALHAMBRA & SIERRA SPRINGS

387 PO-150336 09/04/2014 477909082614
387 PO-150336 09/04/2014 477909082614

2	09-0000-0-4300-501-1110-1000-016-000	NN	P											26.55	26.55
1	09-0700-0-4300-503-0000-2700-018-000	NN	P											79.65	79.65
TOTAL PAYMENT AMOUNT														106.20 *	106.20

TOTAL FUND	PAYMENT	106.20 **	106.20
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Req Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP				
019834/00	BERKELEY FARMS INC						
161 PO-150147	09/04/2014	595790	1 13-5310-0-4700-108-0000-3700-007-000 NN P			190.52	190.52
161 PO-150147	09/04/2014	595843	1 13-5310-0-4700-108-0000-3700-007-000 NN P			190.90	190.90
161 PO-150147	09/04/2014	595849	1 13-5310-0-4700-108-0000-3700-007-000 NN P			71.16	71.16
161 PO-150147	09/04/2014	595850	1 13-5310-0-4700-108-0000-3700-007-000 NN P			190.52	190.52
161 PO-150147	09/04/2014	595880	1 13-5310-0-4700-108-0000-3700-007-000 NN P			190.52	190.52
161 PO-150147	09/04/2014	595892	1 13-5310-0-4700-108-0000-3700-007-000 NN P			154.94	154.94
161 PO-150147	09/04/2014	595823	1 13-5310-0-4700-108-0000-3700-007-000 NN P			190.52	190.52
161 PO-150147	09/04/2014	595852	1 13-5310-0-4700-108-0000-3700-007-000 NN P			143.46	143.46
161 PO-150147	09/04/2014	595879	1 13-5310-0-4700-108-0000-3700-007-000 NN P			273.73	273.73
161 PO-150147	09/04/2014	595881	1 13-5310-0-4700-108-0000-3700-007-000 NN P			202.19	202.19
161 PO-150147	09/04/2014	595889	1 13-5310-0-4700-108-0000-3700-007-000 NN P			190.52	190.52
161 PO-150147	09/04/2014	595925	1 13-5310-0-4700-108-0000-3700-007-000 NN P			142.70	142.70
TOTAL PAYMENT AMOUNT						2,131.68 *	2,131.68
014156/00	COUNTY OF SACRAMENTO						
173 PO-150158	09/04/2014	AR0002175	1 13-5310-0-5800-108-0000-3700-007-000 NN P			533.00	533.00
TOTAL PAYMENT AMOUNT						533.00 *	533.00
011205/00	CULTURE SHOCK YOGURT						
176 PO-150160	09/04/2014	2031	1 13-5310-0-4700-108-0000-3700-007-000 NN P			142.80	142.80
TOTAL PAYMENT AMOUNT						142.80 *	142.80
011602/00	DANIELSEN CO., THE						
155 PO-150141	09/04/2014	50662	2 13-5310-0-4300-108-0000-3700-007-000 NN P			8.00	8.00
155 PO-150141	09/04/2014	51410	2 13-5310-0-4300-108-0000-3700-007-000 NN P			46.88	46.88
155 PO-150141	09/04/2014	50662-51121-49693	1 13-5310-0-4700-108-0000-3700-007-000 NN P			1,668.49	1,668.49
155 PO-150141	09/04/2014	51410	1 13-5310-0-4700-108-0000-3700-007-000 NN P			2,057.96	2,057.96
TOTAL PAYMENT AMOUNT						3,781.33 *	3,781.33
011255/00	EARTHGRAINS BAKING CO INC						
156 PO-150142	09/04/2014	99-03663-9982-99	1 13-5310-0-4700-108-0000-3700-007-000 NN P			2,745.21	2,745.21
TOTAL PAYMENT AMOUNT						2,745.21 *	2,745.21

81 CENTER UNIFIED SCHOOL DIST.
09-04-14

ACCOUNTS PAYABLE PRELIST
BATCH: 0022 9-5-14
FUND : 13 CAFETERIA FUND

J6437 APY500 H.02.05 09/04/14 PAGE 13
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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						
159 PO-150145	09/04/2014	170709	1 13-5310-0-4700-108-0000-3700-007-000 NN P			8,207.30	8,207.30
TOTAL PAYMENT AMOUNT			8,207.30 *				8,207.30
017730/00	HARRIS COMPUTER SYSTEMS						
177 PO-150161	09/04/2014	MN00079193	1 13-5310-0-5800-108-0000-3700-007-000 NN P			11,990.61	11,990.61
TOTAL PAYMENT AMOUNT			11,990.61 *				11,990.61
019893/00	HD DISTRIBUTION CO						
609 PO-150515	09/04/2014	185340	1 13-5310-0-4300-108-0000-3700-007-000 NN F			258.03	258.03
TOTAL PAYMENT AMOUNT			258.03 *				258.03
022364/00	HEARTLAND SCHOOL SOLUTIONS						
170 PO-150156	09/04/2014	HSS000006475	1 13-5310-0-5300-108-0000-3700-007-000 NN P			14.85	14.85
TOTAL PAYMENT AMOUNT			14.85 *				14.85
015737/00	MOORE, MARILYN						
710 PO-150613	09/04/2014	REFUND	1 13-5310-0-8634-000-0000-0000-000-000 NN F			60.50	60.50
TOTAL PAYMENT AMOUNT			60.50 *				60.50
021194/00	PRUDENTIAL OVERALL SUPPLY INC						
163 PO-150149	09/04/2014	180192743	1 13-5310-0-5800-108-0000-3700-007-000 NN P			71.60	71.60
163 PO-150149	09/04/2014	180193346	1 13-5310-0-5800-108-0000-3700-007-000 NN P			71.60	71.60
TOTAL PAYMENT AMOUNT			143.20 *				143.20
010535/00	RUSH, HEATHER						
627 PO-150566	09/04/2014	REFUND	1 13-5310-0-8634-000-0000-0000-000-000 NN F			15.00	15.00
TOTAL PAYMENT AMOUNT			15.00 *				15.00

81 CENTER UNIFIED SCHOOL DIST.
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ACCOUNTS PAYABLE PRELIST
BATCH: 0022 9-5-14
FUND : 13 CAFETERIA FUND

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount	
Req Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP					
015184/00	SCHAAF, RON							
626 PO-150565	09/04/2014	REFUND	1 13-5310-0-8634-000-0000-0000-000-000 NN F			23.70	23.70	
TOTAL PAYMENT AMOUNT						23.70 *	23.70	
017334/00	SEVEN UP BOTTLING CO. OF S.F.							
162 PO-150148	09/04/2014	2188609986	* 1 13-5310-0-4700-108-0000-3700-007-000 NN P			438.00	438.00	
TOTAL PAYMENT AMOUNT						438.00 *	438.00	
016043/00	SHELTONS UNLIMITED MECHANICAL							
165 PO-150151	09/04/2014	14-09NUTRI	1 13-5310-0-5600-108-0000-3700-007-000 NY P			1,785.00	1,785.00	
165 PO-150151	09/04/2014	14-13903	1 13-5310-0-5600-108-0000-3700-007-000 NY P			129.60	129.60	
TOTAL PAYMENT AMOUNT						1,914.60 *	1,914.60	
TOTAL FUND PAYMENT						32,399.81 **	32,399.81	
TOTAL BATCH PAYMENT						200,508.84 ***	0.00	200,508.84
TOTAL DISTRICT PAYMENT						200,508.84 ****	0.00	200,508.84
TOTAL FOR ALL DISTRICTS:						200,508.84 ****	0.00	200,508.84

Number of warrants to be printed: 74, not counting voids due to stub overflows.

Batch status: A All

From batch: 0024

To batch: 0024

Include Revolving Cash: Y

Include Address: N

81 CENTER UNIFIED SCHOOL DIST.

ACCOUNTS PAYABLE PRELIST
 BATCH: 0024 09/12/2014
 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
021774/00	A-M-S							
537 PO-150458	09/12/2014	101242-00	1	01-8150-0-4300-106-0000-8110-007-000	NN	P		454.47
TOTAL PAYMENT AMOUNT								454.47
015797/00	ACE SUPPLY HARDWARE NORTH							
41 PO-150027	09/12/2014	097858/2	1	01-8150-0-4300-106-0000-8110-007-000	NN	P		22.50
41 PO-150027	09/12/2014	097888/2	1	01-8150-0-4300-106-0000-8110-007-000	NN	P		21.65
41 PO-150027	09/12/2014	097939/2	1	01-8150-0-4300-106-0000-8110-007-000	NN	P		32.35
TOTAL PAYMENT AMOUNT								76.50
010669/00	ALHAMBRA & SIERRA SPRINGS							
19 PO-150010	09/12/2014	4782453082814	1	01-8150-0-4300-106-0000-8110-007-000	NN	P		53.68
59 PO-150036	09/12/2014	4781257082814	1	01-0000-0-4300-112-0000-3600-007-000	NN	P		34.18
405 PO-150352	09/12/2014	4781839082814	1	01-0000-0-4300-475-3200-2700-015-000	NN	P		34.18
408 PO-150396	09/12/2014	4780794082814	1	01-0000-0-4300-103-0000-7200-003-000	NN	P		49.01
408 PO-150396	09/12/2014	4780794082814	2	01-6500-0-4300-102-5001-2700-002-000	NN	P		49.00
TOTAL PAYMENT AMOUNT								220.05
011675/00	AT&T MESSAGING							
22 PO-150013	09/12/2014	6968085	1	01-0000-0-5902-106-0000-8110-007-000	NN	P		720.00
TOTAL PAYMENT AMOUNT								720.00
021604/00	ATLAS DISPOSAL INDUSTRIES							
23 PO-150014	09/12/2014	GV000020-001 601148	1	01-0000-0-5550-106-0000-8110-007-000	NN	P		400.54
23 PO-150014	09/12/2014	GV000019-001 59736	1	01-0000-0-5550-106-0000-8110-007-000	NN	P		168.06
TOTAL PAYMENT AMOUNT								568.60
011043/00	CAREER CRUISING							
754 PO-150627	09/12/2014	C1018885	1	01-6520-0-4300-472-5770-1110-003-000	NN	F		791.01
TOTAL PAYMENT AMOUNT								791.01

81 CENTER UNIFIED SCHOOL DIST.

ACCOUNTS PAYABLE PRELIST
BATCH: 0024 09/12/2014
FUND : 01 GENERAL FUNDJ6638 APY500 H.02.05 09/10/14 PAGE 2
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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
021036/00	CCHAT CENTER						
218 PO-150408	09/12/2014	CENTER8-14	1	01-6500-0-5800-102-5750-1180-002-000	NN P	500.96	500.96
TOTAL PAYMENT AMOUNT						500.96 *	500.96
020305/00	CDW GOVERNMENT INC.						
623 PO-150535	09/12/2014	PC02839	1	01-6500-0-4300-102-5001-2700-002-000	NN F	375.00	375.00
624 PO-150536	09/12/2014	PB89864	1	01-6500-0-4400-102-5001-2700-002-000	NN F	309.19	307.76
TOTAL PAYMENT AMOUNT						682.76 *	682.76
015699/00	CLARK SECURITY PRODUCTS						
125 PO-150066	09/12/2014	22K-056240	2	01-8150-0-4300-106-0000-8110-007-000	NN P	39.05	39.05
TOTAL PAYMENT AMOUNT						39.05 *	39.05
021610/00	EATON INTERPRETING SERVICES						
619 PO-150518	09/12/2014	191965	1	01-0000-0-5800-103-0000-7200-003-000	NN P	105.00	105.00
TOTAL PAYMENT AMOUNT						105.00 *	105.00
010336/00	ECOTECH PEST MANAGEMENT INC						
28 PO-150016	09/12/2014	5566 SEPT	1	01-0000-0-5500-106-0000-8110-007-000	NN P	712.00	712.00
TOTAL PAYMENT AMOUNT						712.00 *	712.00
022347/00	GIVE SOMETHING BACK						
114 PO-150063	09/12/2014	IN-0277914	1	01-0000-0-5800-472-0000-2700-014-000	NN F	110.04	101.53
679 PO-150578	09/12/2014	IN-0278383	1	01-0000-0-4300-472-1262-1000-014-000	NN F	282.87	282.89
706 PO-150610	09/12/2014	IN-0279411	1	01-0000-0-4300-475-3200-1000-015-000	NN F	76.69	76.69
TOTAL PAYMENT AMOUNT						461.11 *	461.11
014222/00	HCI AUDIOMETRICS						
737 PO-150674	09/12/2014	660510	1	01-0000-0-5800-102-0000-3140-003-000	NN F	510.00	510.00
TOTAL PAYMENT AMOUNT						510.00 *	510.00

81 CENTER UNIFIED SCHOOL DIST.

ACCOUNTS PAYABLE PRELIST
 BATCH: 0024 09/12/2014
 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				
016486/00	HDS WHITE CAP CONST.SUPPLY						
714 PO-150615	09/12/2014	10002240820	1 01-8150-0-4300-106-0000-8110-007-000 NN P			6.42	6.42
			TOTAL PAYMENT AMOUNT	6.42 *			6.42
010602/00	HI-LINE ELECTRICAL & MECH						
137 PO-150109	09/12/2014	10326332	1 01-0000-0-4300-112-0000-3600-007-000 NN P			394.61	394.61
			TOTAL PAYMENT AMOUNT	394.61 *			394.61
017002/00	HOME DEPOT CREDIT SERVICES						
44 PO-150030	09/12/2014	8012491	1 01-8150-0-4300-106-0000-8110-007-000 NN P			15.77	15.77
44 PO-150030	09/12/2014	8022423	1 01-8150-0-4300-106-0000-8110-007-000 NN P			68.29	68.29
			TOTAL PAYMENT AMOUNT	84.06 *			84.06
018990/00	INTERSTATE BATTERY SYSTEM						
135 PO-150108	09/12/2014	100852726	1 01-0000-0-4300-112-0000-3600-007-000 NN P			776.14	776.14
			TOTAL PAYMENT AMOUNT	776.14 *			776.14
010212/00	LAKESHORE LEARNING MATERIALS						
592 PO-150510	09/12/2014	5181020814	1 01-6500-0-4300-102-5770-1110-002-000 NN F			48.54	47.90
			TOTAL PAYMENT AMOUNT	47.90 *			47.90
022406/00	MAXIM HEALTHCARE SERVICES INC						
466 PO-150403	09/12/2014	2643330262	1 01-0000-0-5800-102-0000-3140-003-000 NN P			3,239.40	3,239.40
			TOTAL PAYMENT AMOUNT	3,239.40 *			3,239.40
010253/00	NCS PEARSON INC						
588 PO-150507	09/12/2014	4482366	1 01-6500-0-4300-102-5770-1191-002-000 NN F			73.66	76.96
			TOTAL PAYMENT AMOUNT	76.96 *			76.96

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ACCOUNTS PAYABLE PRELIST
 BATCH: 0024 09/12/2014
 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		
015787/00	O'REILLY AUTO PARTS						
68	PO-150039 09/12/2014	3558-297150	1	01-0000-0-4300-112-0000-3600-007-000	NN P	240.02	240.02
TOTAL PAYMENT AMOUNT						240.02 *	240.02
017576/00	OFFICE DEPOT/BUS.SERVICES DIV						
10	PO-150123 09/12/2014	721420642001	1	01-6500-0-4300-102-5770-1120-002-000	NN F	108.08	107.77
208	PO-150183 09/12/2014	724189416001	1	01-0000-0-4300-238-1110-1000-010-000	NN P	978.48	978.48
208	PO-150183 09/12/2014	724189417001	1	01-0000-0-4300-238-1110-1000-010-000	NN P	5.94	5.94
208	PO-150183 09/12/2014	724189416002	1	01-0000-0-4300-238-1110-1000-010-000	NN F	88.27	69.41
475	PO-150406 09/12/2014	70527052801	1	01-0000-0-4300-240-0000-2700-011-000	NN F	78.74	78.74
598	PO-150513 09/12/2014	726759923001	1	01-0000-0-4300-472-0000-2700-014-000	NN P	13.72	13.72
598	PO-150513 09/12/2014	726759924001	1	01-0000-0-4300-472-0000-2700-014-000	NN F	47.81	19.07
531	PO-150520 09/12/2014	727210136001	1	01-5630-0-4300-601-1220-1000-017-000	NN F	189.24	189.24
666	PO-150573 09/12/2014	727410859001	1	01-0000-0-4300-238-1110-1000-010-000	NN P	49.56	49.56
666	PO-150573 09/12/2014	727410860001	1	01-0000-0-4300-238-1110-1000-010-000	NN F	6.04	6.04
TOTAL PAYMENT AMOUNT						1,517.97 *	1,517.97
014358/00	OPFER, JULIE						
709	PO-150652 09/12/2014	REIMB	1	01-6300-0-4300-240-1110-1000-011-000	NN F	59.60	59.60
TOTAL PAYMENT AMOUNT						59.60 *	59.60
010890/00	PERMABOUND/HERTZBERG						
362	PO-150327 09/12/2014	1596752-00	1	01-0037-0-4200-103-1110-1000-003-000	NN F	387.90	343.74
TOTAL PAYMENT AMOUNT						343.74 *	343.74
020192/00	PITNEY BOWES INC						
773	PO-150664 09/12/2014	522364	1	01-0000-0-4300-105-0000-7200-005-000	NN F	183.59	183.59
TOTAL PAYMENT AMOUNT						183.59 *	183.59
014069/00	PLATT ELECTRIC SUPPLY INC						
46	PO-150032 09/12/2014	F017726	1	01-8150-0-4300-106-0000-8110-007-000	NN P	126.41	126.41
46	PO-150032 09/12/2014	F017165	1	01-8150-0-4300-106-0000-8110-007-000	NN P	11.28	11.28
TOTAL PAYMENT AMOUNT						137.69 *	137.69

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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		
021194/00	PRUDENTIAL OVERALL SUPPLY INC						
133 PO-150070	09/12/2014	180193347	1	01-0000-0-5600-112-0000-3600-007-000	NN P	58.62	58.62
TOTAL PAYMENT AMOUNT						58.62 *	58.62
011238/00	RELIABLE TIRE						
356 PO-150308	09/12/2014	117949	1	01-0000-0-4300-112-0000-3600-007-000	NN P	2,458.86	2,458.86
356 PO-150308	09/12/2014	117367	1	01-0000-0-4300-112-0000-3600-007-000	NN P	1,573.82	1,573.82
TOTAL PAYMENT AMOUNT						4,032.68 *	4,032.68
013973/00	SAMBA SAFETY						
66 PO-150038	09/12/2014	6137-201408	1	01-0000-0-4300-112-0000-3600-007-000	NN P	55.60	55.60
TOTAL PAYMENT AMOUNT						55.60 *	55.60
015962/00	SCHMIEDER, KRIS						
712 PO-150653	09/12/2014	REIMB	1	01-0000-0-5300-240-1110-1000-011-000	NN F	130.00	130.00
TOTAL PAYMENT AMOUNT						130.00 *	130.00
022118/00	SCHOOL DATEBOOKS INC						
704 PO-150646	09/12/2014	S14-0075281	1	01-6300-0-5800-371-1110-1000-012-000	NN F	1,274.66	1,274.66
TOTAL PAYMENT AMOUNT						1,274.66 *	1,274.66
022436/00	SCHOOL INNOVATIONS &						
771 PO-150662	09/12/2014	01330801-IN	1	01-0000-0-5800-105-0000-7200-005-000	NN F	5,000.00	5,000.00
TOTAL PAYMENT AMOUNT						5,000.00 *	5,000.00
018612/00	SCHOOL MART						
620 PO-150532	09/12/2014	369858	1	01-6500-0-4300-102-5770-1110-002-000	YN F	140.18	132.77
TOTAL PAYMENT AMOUNT						132.77 *	132.77
TOTAL USE TAX AMOUNT						10.62	

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ACCOUNTS PAYABLE PRELIST
 BATCH: 0024 09/12/2014
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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		
014786/00	SCHOOL SPECIALTY						
194 PO-150255	09/12/2014	208112907855	1	01-0000-0-4300-234-1110-1000-008-000	NN F	241.57	214.27
TOTAL PAYMENT AMOUNT						214.27 *	214.27
021199/00	SEIPP, ALEXX						
784 PO-150676	09/12/2014	reimb	1	01-6500-0-4300-102-5770-1110-002-000	NN F	25.69	25.69
TOTAL PAYMENT AMOUNT						25.69 *	25.69
016043/00	SHELTONS UNLIMITED MECHANICAL						
638 PO-150545	09/12/2014	14-13914	1	01-8150-0-5600-106-0000-8110-007-000	NY F	72.00	72.00
760 PO-150648	09/12/2014	14-14050	1	01-8150-0-5600-106-0000-8110-007-000	NY F	158.00	158.00
TOTAL PAYMENT AMOUNT						230.00 *	230.00
011500/00	SIA / DELTA DENTAL						
PV-151022	09/12/2014	SEPTEMBER DELTA DENTAL	01-0000-0-9552-000-0000-0000-000-000	NN		46,453.53	46,453.53
TOTAL PAYMENT AMOUNT						46,453.53 *	46,453.53
018370/00	STANLEY CONVERGENT SECURITY						
35 PO-150081	09/12/2014	11606727	1	01-0000-0-5800-106-0000-8110-007-000	NN P	834.00	834.00
TOTAL PAYMENT AMOUNT						834.00 *	834.00
021799/00	STEVEER, PATTI						
738 PO-150654	09/12/2014	REIMB	1	01-6500-0-4300-102-5750-1110-002-000	NN F	17.98	17.98
TOTAL PAYMENT AMOUNT						17.98 *	17.98
018066/00	SUPER DUPER INC.						
587 PO-150506	09/12/2014	1997275A	1	01-6500-0-4300-102-5770-1191-002-000	YN F	90.18	75.94
TOTAL PAYMENT AMOUNT						75.94 *	75.94
TOTAL USE TAX AMOUNT						6.08	

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 BATCH: 0024 09/12/2014
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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				
014947/00	UC REGENTS						
766 PO-150658	09/12/2014	D FRAZEE 5 WRKSHPS	1 01-0000-0-5800-472-0000-2700-014-000 NN F			295.00	295.00
TOTAL PAYMENT AMOUNT			295.00 *				295.00
011340/00	WHY BUY NEW AUTOS						
724 PO-150619	09/12/2014	CLOSE	1 01-8150-0-6400-106-0000-8110-007-000 NN C			19,984.05	0.00
TOTAL PAYMENT AMOUNT			0.00 *				0.00
014057/00	WINCKLER, DEBBIE						
780 PO-150670	09/12/2014	REIMB	1 01-0000-0-5210-110-0000-7200-004-000 NN F			19.39	19.39
TOTAL PAYMENT AMOUNT			19.39 *				19.39
016902/00	WOODWORKS LTD						
631 PO-150538	09/12/2014	155551	1 01-0029-0-4300-472-1110-1000-014-000 YN F			343.44	318.00
TOTAL PAYMENT AMOUNT			318.00 *				318.00
TOTAL USE TAX AMOUNT			25.44				
TOTAL FUND PAYMENT			72,117.74 **				72,117.74
TOTAL USE TAX AMOUNT			42.14				

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BATCH: 0024 09/12/2014
FUND : 09 CHARTER SCHOOLS

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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
019423/00	DECOTECH SYSTEMS INC									

756 PO-150628 09/12/2014 14-25207

1 09-7405-0-5800-503-1110-1000-018-000 NN F
TOTAL PAYMENT AMOUNT 315.20 *

315.20 315.20

TOTAL FUND PAYMENT 315.20 **

315.20

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 BATCH: 0024 09/12/2014
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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	
021080/00	ED JONES FOOD SERVICE INC	0100000000	*					
159 PO-150145	09/12/2014	170928	1 13-5310-0-4700-108-0000-3700-007-000	NN P		9,684.67	9,684.67	
TOTAL PAYMENT AMOUNT						9,684.67 *	9,684.67	
TOTAL FUND PAYMENT						9,684.67 **	9,684.67	
TOTAL BATCH PAYMENT						82,117.61 ***	0.00	82,117.61
TOTAL USE TAX AMOUNT						42.14		
TOTAL DISTRICT PAYMENT						82,117.61 ****	0.00	82,117.61
TOTAL USE TAX AMOUNT						42.14		
TOTAL FOR ALL DISTRICTS:						82,117.61 ****	0.00	82,117.61
TOTAL USE TAX AMOUNT						42.14		

Number of warrants to be printed: 45, not counting voids due to stub overflows.

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Batch status: A All

From batch: 0025

To batch: 0025

Include Revolving Cash: Y

Include Address: N

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ACCOUNTS PAYABLE PRELIST
BATCH: 0025 09-19-14
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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				
020710/00	ACCURATE LABEL DESIGN						
568 PO-150493	09/18/2014	132553	1 01-0000-0-5800-472-0000-2700-014-000 YN F			525.95	487.95
			TOTAL PAYMENT AMOUNT	487.95 *			487.95
			TOTAL USE TAX AMOUNT	39.04			
011248/00	AED SUPERSTORE						
733 PO-150626	09/18/2014	429296	1 01-0000-0-4300-472-0000-2700-014-000 YN F			387.14	360.10
			TOTAL PAYMENT AMOUNT	360.10 *			360.10
			TOTAL USE TAX AMOUNT	28.81			
010002/00	ALDAR ACADEMY						
491 PO-150424	09/18/2014	AUG-14	1 01-6500-0-5800-102-5750-1180-002-000 NN P			428.97	428.97
			TOTAL PAYMENT AMOUNT	428.97 *			428.97
010669/00	ALHAMBRA & SIERRA SPRINGS						
413 PO-150358	09/18/2014	27045224780818	1 01-0000-0-4300-105-0000-7200-005-000 NN P			34.18	34.18
			TOTAL PAYMENT AMOUNT	34.18 *			34.18
017075/00	AMERICAN RIVER SPEECH INC.						
206 PO-150724	09/18/2014	AUG-14	1 01-6500-0-5800-102-5750-1180-002-000 NN P			400.00	400.00
206 PO-150724	09/18/2014	AUG-14	1 01-6500-0-5800-102-5750-1180-002-000 NN P			7,471.50	7,471.50
			TOTAL PAYMENT AMOUNT	7,871.50 *			7,871.50
016075/00	ANWAR, SHAHNAZ						
785 PO-150684	09/18/2014	REIMB	1 01-6500-0-4300-102-5770-1110-002-000 NN F			516.05	516.05
			TOTAL PAYMENT AMOUNT	516.05 *			516.05
011720/00	AREA 3 WRITING PROJECT						
802 PO-150692	09/18/2014	EVERYBODY CAN	1 01-0000-0-5200-238-1110-1000-010-000 NN F			700.00	700.00
			TOTAL PAYMENT AMOUNT	700.00 *			700.00

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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				

014487/00	CASBO						
801 PO-150691	09/18/2014	300002896	1 01-0000-0-5300-105-0000-7200-005-000 NN F			620.00	620.00
			TOTAL PAYMENT AMOUNT	620.00 *			620.00
020305/00	CDW GOVERNMENT INC.						
682 PO-150586	09/18/2014	PF53911	1 01-0000-0-4300-472-0000-2700-014-000 NN P			7.30	7.30
682 PO-150586	09/18/2014	PD54407	1 01-0000-0-4300-472-0000-2700-014-000 NN F			405.39	394.32
682 PO-150586	09/18/2014	PD544079	2 01-0000-0-4400-472-0000-2700-014-000 NN F			124.08	124.08
			TOTAL PAYMENT AMOUNT	525.70 *			525.70
016261/00	CEBULA RN, GAIL						
795 PO-150688	09/18/2014	AUG-MILEAGE	1 01-0000-0-5210-102-0000-3140-003-000 NN P			55.22	55.22
			TOTAL PAYMENT AMOUNT	55.22 *			55.22
021175/00	CINTAS CORPORATION						
521 PO-150449	09/18/2014	8401473841	1 01-0000-0-5800-371-0000-2700-012-000 NN P			34.35	34.35
832 PO-150716	09/18/2014	8401474740	1 01-0000-0-5800-472-0000-2700-014-000 NN P			34.35	34.35
			TOTAL PAYMENT AMOUNT	68.70 *			68.70
018180/00	CITRUS HEIGHTS SAW & MOWER						
791 PO-150681	09/18/2014	286031	1 01-0000-0-4400-472-0000-2700-014-000 NN F			286.20	286.20
			TOTAL PAYMENT AMOUNT	286.20 *			286.20
021813/00	CONSOLIDATED COMMUNICATIONS						
37 PO-150024	09/18/2014	604457-0001	1 01-0000-0-5902-106-0000-8110-007-000 NN P			468.00	468.00
			TOTAL PAYMENT AMOUNT	468.00 *			468.00
016069/00	CORRALEJO, BONNIE						
885 PO-150762	09/18/2014	TRIP 365	1 01-0000-0-5800-112-0000-3600-007-000 NN P			6.25	6.25
			TOTAL PAYMENT AMOUNT	6.25 *			6.25

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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				
010433/00	COUNTY OF SACRAMENTO						
257 PO-150217	09/18/2014	41952	1 01-0000-0-5550-106-0000-8110-007-000 NN P			192.05	192.05
TOTAL PAYMENT AMOUNT						192.05 *	192.05
016761/00	CPM EDUCATIONAL PROGRAM						
420 PO-150365	09/18/2014	1404031-IN	1 01-6300-0-4100-103-1110-1000-003-000 NN F			500.58	513.00
TOTAL PAYMENT AMOUNT						513.00 *	513.00
010481/00	DEMCO INC						
667 PO-150574	09/18/2014	5388122	1 01-0000-0-4300-103-0000-2420-003-000 NN F			256.85	240.92
TOTAL PAYMENT AMOUNT						240.92 *	240.92
018277/00	EASTER SEAL SOCIETY OF CA. INC						
220 PO-150546	09/18/2014	AUG2014	1 01-6500-0-5800-102-5750-1180-002-000 NN P			1,522.50	1,522.50
TOTAL PAYMENT AMOUNT						1,522.50 *	1,522.50
014303/00	ESCHOOL SOLUTIONS						
830 PO-150714	09/18/2014	T15855	1 01-0000-0-5800-110-0000-7200-004-000 NN F			4,107.00	4,107.00
TOTAL PAYMENT AMOUNT						4,107.00 *	4,107.00
017681/00	GEARY PACIFIC SUPPLY						
464 PO-150401	09/18/2014	2871963	1 01-8150-0-4300-106-0000-8110-007-000 NN P			145.81	145.81
TOTAL PAYMENT AMOUNT						145.81 *	145.81
022347/00	GIVE SOMETHING BACK						
518 PO-150441	09/18/2014	IN-0273577	1 01-6500-0-4300-102-5770-1110-002-000 NN F			239.35	232.98
689 PO-150591	09/18/2014	IN-0280636	1 01-6500-0-4300-102-5750-1110-002-000 NN P			37.39	37.39
689 PO-150591	09/18/2014	IN-0279410	1 01-6500-0-4300-102-5750-1110-002-000 NN F			230.93	230.53
723 PO-150631	09/18/2014	IN-0281112	1 01-6500-0-4300-102-5770-1110-002-000 NN F			211.95	198.77
736 PO-150633	09/18/2014	IN-0281111	2 01-0000-0-4300-101-0000-7150-002-000 NN F			121.96	121.96
736 PO-150633	09/18/2014	IN-0281111	1 01-0000-0-4300-120-0000-7110-001-000 NN F			44.01	39.26
768 PO-150660	09/18/2014	IN-0282303	1 01-0000-0-4300-472-0000-2700-014-000 NN F			159.38	159.38
772 PO-150663	09/18/2014	IN-0282304	1 01-6500-0-4300-102-5001-2700-002-000 NN P			156.38	156.38
772 PO-150663	09/18/2014	IN-0282893	1 01-6500-0-4300-102-5001-2700-002-000 NN F			10.54	5.07

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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				
022347 (CONTINUED)							
777 PO-150667	09/18/2014	IN-0282305	1 01-0000-0-4300-110-0000-7200-004-000 NN F			184.80	173.63
816 PO-150699	09/18/2014	IN0283493	1 01-0000-0-4300-475-3200-1000-015-000 NN F			124.77	124.76
TOTAL PAYMENT AMOUNT			1,480.11 *				1,480.11
017718/00 GUIDING HANDS INC.							
244 PO-150683	09/18/2014	2014-08-2258	1 01-6500-0-5800-102-5750-1180-002-000 NN P			10,921.67	10,921.67
244 PO-150683	09/18/2014	2014-08-2284	1 01-6500-0-5800-102-5750-1180-002-000 NN P			270.00	270.00
244 PO-150683	09/18/2014	2014-08-2298	1 01-6500-0-5800-102-5750-1180-002-000 NN P			300.00	300.00
TOTAL PAYMENT AMOUNT			11,491.67 *				11,491.67
014160/00 HOLLINBECK, ALICE							
872 PO-150750	09/18/2014	SEPT MILEAGE	1 01-0000-0-5210-103-1110-1004-003-000 NN P			125.44	125.44
TOTAL PAYMENT AMOUNT			125.44 *				125.44
022326/00 HOLLIS, WENDY							
823 PO-150707	09/18/2014	REIMB	1 01-0000-0-5200-472-0000-2700-014-000 NN F			45.00	45.00
TOTAL PAYMENT AMOUNT			45.00 *				45.00
021458/00 HUGHES HARDWOOD INC							
480 PO-150414	09/18/2014	240046	1 01-8150-0-4300-106-0000-8110-007-000 NN P			118.80	118.80
TOTAL PAYMENT AMOUNT			118.80 *				118.80
018809/00 ILEARN							
630 PO-150629	09/18/2014	8306	1 01-6300-0-5800-371-1110-1000-012-000 NN F			5,000.00	5,000.00
TOTAL PAYMENT AMOUNT			5,000.00 *				5,000.00
017726/00 LOS ANGELES FREIGHTLINER							
513 PO-150439	09/18/2014	BAL-BN58041	1 01-0000-0-4300-112-0000-3600-007-000 NN P			58.99	58.99
TOTAL PAYMENT AMOUNT			58.99 *				58.99

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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		
014651/00	MARANON, ISABELLA						
869 PO-150748	09/18/2014	TRAVEL RIEMB	1	01-0000-0-5200-112-0000-3600-007-000	NY F	193.01	193.01
TOTAL PAYMENT AMOUNT						193.01 *	193.01
021926/00	MATRE, KAREN						
887 PO-150764	09/18/2014	REIMB-CHAIRS	1	01-0000-0-4300-472-0000-2700-014-000	NN F	550.77	550.77
TOTAL PAYMENT AMOUNT						550.77 *	550.77
022406/00	MAXIM HEALTHCARE SERVICES INC						
466 PO-150403	09/18/2014	265850026201	1	01-0000-0-5800-102-0000-3140-003-000	NN P	3,799.20	3,799.20
TOTAL PAYMENT AMOUNT						3,799.20 *	3,799.20
020461/00	MITCHELL, CYNDY						
879 PO-150754	09/18/2014	TRIPS 357,331	1	01-0000-0-5800-112-0000-3600-007-000	NN P	24.17	24.17
TOTAL PAYMENT AMOUNT						24.17 *	24.17
019472/00	NYHART EPLER						
189 PO-150168	09/18/2014	0105786	1	01-0000-0-5800-105-0000-7200-005-000	NN F	6,250.00	6,250.00
TOTAL PAYMENT AMOUNT						6,250.00 *	6,250.00
017576/00	OFFICE DEPOT/BUS.SERVICES DIV						
665 PO-150572	09/18/2014	729775794001	1	01-0000-0-4300-103-0000-2110-003-000	NN F	81.00	81.00
685 PO-150589	09/18/2014	727880139001	1	01-0029-0-4300-472-1110-1000-014-000	NN F	186.19	154.59
685 PO-150589	09/18/2014	727880139001	2	01-0029-0-4400-472-1110-1000-014-000	NN P	89.89	89.89
685 PO-150589	09/18/2014	727880140001	2	01-0029-0-4400-472-1110-1000-014-000	NN F	61.30	41.30
701 PO-150606	09/18/2014	727997114001	1	01-0000-0-4300-234-1110-1000-008-000	NN F	137.60	138.48
702 PO-150607	09/18/2014	727996441001	1	01-3010-0-4300-234-1110-1000-008-000	NN F	81.00	81.00
740 PO-150635	09/18/2014	728488678001	1	01-6500-0-4300-102-5770-1110-002-000	NN P	170.51	170.51
740 PO-150635	09/18/2014	728488679001	1	01-6500-0-4300-102-5770-1110-002-000	NN F	1.96	1.95
763 PO-150651	09/18/2014	728742630001	1	01-8150-0-4300-106-0000-8110-007-000	NN F	16.78	18.12
TOTAL PAYMENT AMOUNT						776.84 *	776.84

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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			
011822/00	OLARIU, STEFAN							
884	PO-150761	09/18/2014 TRIP377		1	01-0000-0-5800-112-0000-3600-007-000	NN P	15.97	15.97
TOTAL PAYMENT AMOUNT							15.97 *	15.97
020590/00	PLACER COUNTY TAX COLLECTOR							
868	PO-150747	09/18/2014 023-200-025-000		1	01-0000-0-5800-106-0000-8200-007-000	NN P	25.96	25.96
868	PO-150747	09/18/2014 023-200-033-000		1	01-0000-0-5800-106-0000-8200-007-000	NN P	25.96	25.96
868	PO-150747	09/18/2014 023-221-009-000		1	01-0000-0-5800-106-0000-8200-007-000	NN P	25.96	25.96
868	PO-150747	09/18/2014 023-221-010-000		1	01-0000-0-5800-106-0000-8200-007-000	NN P	25.96	25.96
868	PO-150747	09/18/2014 023-221-011-000		1	01-0000-0-5800-106-0000-8200-007-000	NN F	25.96	25.96
TOTAL PAYMENT AMOUNT							129.80 *	129.80
011345/00	PLACER LEARNING CENTER							
247	PO-150481	09/18/2014 AUG-2014		1	01-6500-0-5800-102-5750-1180-002-000	NN P	3,753.20	3,753.20
TOTAL PAYMENT AMOUNT							3,753.20 *	3,753.20
017245/00	PRECISION DATA PRODUCTS INC.							
604	PO-150524	09/18/2014 213		1	01-7220-0-4300-472-1110-1000-014-000	NN F	169.77	169.80
TOTAL PAYMENT AMOUNT							169.80 *	169.80
016900/00	REALLY GOOD STUFF							
589	PO-150595	09/18/2014 4916305		1	01-6500-0-4300-102-5770-1110-002-000	NN F	188.87	178.27
TOTAL PAYMENT AMOUNT							178.27 *	178.27
014024/00	REMEDIA PUBLICATIONS							
590	PO-150508	09/18/2014 448434		1	01-6500-0-4300-102-5770-1110-002-000	NN P	51.94	51.94
590	PO-150508	09/18/2014 448664		1	01-6500-0-4300-102-5770-1110-002-000	NN F	12.78	7.99
753	PO-150645	09/18/2014 448836		1	01-6300-0-4300-472-1110-1000-014-000	YN F	135.28	126.48
TOTAL PAYMENT AMOUNT							186.41 *	186.41
TOTAL USE TAX AMOUNT							10.12	

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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
017657/00	RENAISSANCE LEARNING INC.						
739 PO-150634	09/18/2014	INV4111208	1	01-6300-0-5800-371-1110-1000-012-000	NN F	7,664.22	7,096.50
TOTAL PAYMENT AMOUNT						7,096.50 *	7,096.50
014231/00	RIVERA, IVAN						
813 PO-150697	09/18/2014	AUG MILEAGE	1	01-6500-0-5800-102-5770-3600-002-000	NN F	58.24	58.24
TOTAL PAYMENT AMOUNT						58.24 *	58.24
010546/00	RIVERSIDE PUBLISHING CO.						
655 PO-150561	09/18/2014	950809598	1	01-6500-0-4300-102-5770-1110-002-000	NN F	334.65	332.17
TOTAL PAYMENT AMOUNT						332.17 *	332.17
015989/00	S & S WORLDWIDE INC						
699 PO-150604	09/18/2014	8277302	1	01-0000-0-4300-240-1110-1000-011-000	NN F	178.14	173.82
TOTAL PAYMENT AMOUNT						173.82 *	173.82
010552/00	SAC VAL JANITORIAL						
146 PO-150077	09/18/2014	10101759	1	01-0000-0-9320-000-0000-0000-000-000	NN P	390.27	390.27
146 PO-150077	09/18/2014	10101698	1	01-0000-0-9320-000-0000-0000-000-000	NN P	3,592.11	3,592.11
TOTAL PAYMENT AMOUNT						3,982.38 *	3,982.38
016503/00	SACRAMENTO CO SCHOOL BOARDS						
858 PO-150733	09/18/2014	SCSBA4120	1	01-0000-0-4300-101-0000-7150-002-000	NN F	25.00	25.00
858 PO-150733	09/18/2014	SCSBA	2	01-0000-0-4300-120-0000-7110-001-000	NN F	25.00	25.00
TOTAL PAYMENT AMOUNT						50.00 *	50.00
010008/00	SACRAMENTO COUNTY OFFICE OF ED						
713 PO-150614	09/18/2014	150384	2	01-0000-0-4300-101-0000-7150-002-000	NN F	38.00	38.00
713 PO-150614	09/18/2014	150384	3	01-0000-0-4300-120-0000-7110-001-000	NN F	114.00	114.00
713 PO-150614	09/18/2014	150384	1	01-0000-0-5200-110-0000-7200-004-000	NN F	1,178.00	1,178.00
TOTAL PAYMENT AMOUNT						1,330.00 *	1,330.00

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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				
016043/00	SHELTONS UNLIMITED MECHANICAL						
871 PO-150749	09/18/2014	14-13933	1 01-8150-0-5600-106-0000-8110-007-000 NY F			856.44	856.44
874 PO-150751	09/18/2014	14-13122	1 01-8150-0-5600-106-0000-8110-007-000 NY F			403.20	403.20
876 PO-150752	09/18/2014	14-13691	1 01-8150-0-5600-106-0000-8110-007-000 NY F			390.20	390.20
TOTAL PAYMENT AMOUNT						1,649.84 *	1,649.84
017883/00	SIMPLEXGRINNELL LP						
834 PO-150718	09/18/2014	80488750	1 01-8150-0-5800-106-0000-8110-007-000 NN F			230.00	230.00
TOTAL PAYMENT AMOUNT						230.00 *	230.00
017501/00	SJCOE						
779 PO-150669	09/18/2014	39212	1 01-0000-0-5300-110-0000-7200-004-000 NN F			549.00	549.00
TOTAL PAYMENT AMOUNT						549.00 *	549.00
018967/00	SPRINT CUSTOMER SERVICE						
340 PO-150294	09/18/2014	81116315-153	1 01-0000-0-5903-101-0000-7150-002-000 NN P			92.11	92.11
743 PO-150637	09/18/2014	811116315-153	1 01-0000-0-5903-106-0000-8110-007-000 NN P			175.92	175.92
745 PO-150639	09/18/2014	81116315-153	1 01-0000-0-5903-112-0000-3600-007-000 NN P			61.83	61.83
750 PO-150644	09/18/2014	81116315-153	1 01-0000-0-5902-115-0000-7700-007-000 NN P			75.98	75.98
751 PO-150655	09/18/2014	81116315-153	1 01-0000-0-5903-234-0000-2700-008-000 NN P			37.99	37.99
831 PO-150715	09/18/2014	81116315-153	1 01-0000-0-5903-472-0000-2700-014-000 NN P			37.99	37.99
889 PO-150756	09/18/2014	81116315-153	1 01-0000-0-5903-103-0000-2110-003-000 NN P			144.37	144.37
TOTAL PAYMENT AMOUNT						626.19 *	626.19
014558/00	SPURR						
34 PO-150022	09/18/2014	59286	1 01-0000-0-5520-106-0000-8110-007-000 NN P			1,170.23	1,170.23
TOTAL PAYMENT AMOUNT						1,170.23 *	1,170.23
020252/00	STAPLES ADVANTAGE						
541 PO-150483	09/18/2014	3240596226	1 01-6512-0-4300-102-5001-2700-002-000 NN P			156.95	156.95
541 PO-150483	09/18/2014	3240596222	1 01-6512-0-4300-102-5001-2700-002-000 NN P			70.54	70.54
541 PO-150483	09/18/2014	3242244368	1 01-6512-0-4300-102-5001-2700-002-000 NN F			33.45	32.24
TOTAL PAYMENT AMOUNT						259.73 *	259.73

81 CENTER UNIFIED SCHOOL DIST.
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ACCOUNTS PAYABLE PRELIST
BATCH: 0025 09-19-14
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				
015082/00	STARFALL EDUCATION						
664 PO-150571	09/18/2014	S2121457.001	1 01-0000-0-4300-236-1110-1000-009-000 NN F			83.90	83.90
TOTAL PAYMENT AMOUNT						83.90 *	83.90
020075/00	TATYANA SILCHUK						
793 PO-150686	09/18/2014	JULY MILEAGE	1 01-6500-0-5800-102-5770-3600-002-000 NN P			175.30	175.30
TOTAL PAYMENT AMOUNT						175.30 *	175.30
011554/00	TRACTOR SUPPLY CO.						
489 PO-150419	09/18/2014	200005112	1 01-8150-0-4300-106-0000-8110-007-000 NN P			104.98	104.98
487 PO-150423	09/18/2014	200004024	1 01-0000-0-4300-106-0000-8110-007-000 NN F			1,000.00	129.87
TOTAL PAYMENT AMOUNT						234.85 *	234.85
010938/00	UNIVERSAL SECURITY & FIRE INC						
833 PO-150717	09/18/2014	61408142	1 01-8150-0-5800-106-0000-8110-007-000 NN F			143.75	143.75
TOTAL PAYMENT AMOUNT						143.75 *	143.75
022179/00	US HEALTHWORKS						
807 PO-150693	09/18/2014	2560256-CA	1 01-0000-0-5800-110-0000-7200-004-000 NN P			196.00	196.00
807 PO-150693	09/18/2014	2563521-CA	1 01-0000-0-5800-110-0000-7200-004-000 NN P			148.00	148.00
807 PO-150693	09/18/2014	2556651-CA	1 01-0000-0-5800-110-0000-7200-004-000 NN P			408.00	408.00
TOTAL PAYMENT AMOUNT						752.00 *	752.00
015018/00	VERHOVETCHI, VEACESLAV						
883 PO-150760	09/18/2014	TRIPS 380,382	1 01-0000-0-5800-112-0000-3600-007-000 NN P			27.72	27.72
TOTAL PAYMENT AMOUNT						27.72 *	27.72
015191/00	WACHOB, CYNTHIA						
792 PO-150685	09/18/2014	AUG MILEAGE	1 01-6500-0-5210-102-5060-2110-002-000 NN P			95.20	95.20
TOTAL PAYMENT AMOUNT						95.20 *	95.20

81 CENTER UNIFIED SCHOOL DIST.
09-18-14

ACCOUNTS PAYABLE PRELIST
BATCH: 0025 09-19-14
FUND : 01 GENERAL FUND

J6897 APY500 H.02.05 09/18/14 PAGE 12
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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		
010116/00	WESTERN PSYCHOLOGICAL SERVICES						
585 PO-150594	09/18/2014	WPS-061610	1 01-6500-0-4300-102-5770-1191-002-000 NN F	47.52	48.60		
TOTAL PAYMENT AMOUNT				48.60 *	48.60		
011340/00	WHY BUY NEW AUTOS						
814 PO-150698	09/18/2014	2005DODGE RAM 2500	1 01-8150-0-6400-106-0000-8110-007-000 NN F	18,487.05	18,487.05		
TOTAL PAYMENT AMOUNT				18,487.05 *	18,487.05		
022348/00	WILSON, SHERRY						
882 PO-150755	09/18/2014	TRIP 373	1 01-0000-0-5800-112-0000-3600-007-000 NN P	7.01	7.01		
TOTAL PAYMENT AMOUNT				7.01 *	7.01		
TOTAL FUND PAYMENT				156,456.51 **	156,456.51		
TOTAL USE TAX AMOUNT				77.97			

81 CENTER UNIFIED SCHOOL DIST.
09-18-14

ACCOUNTS PAYABLE PRELIST
BATCH: 0025 09-19-14
FUND : 09 CHARTER SCHOOLS

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

021842/00	CALIFORNIA INTERSCHOLASTIC							
878 PO-150758	09/18/2014	20214	1	09-0700-0-5300-503-1110-1000-018-000	NN	F	53.70	53.70
TOTAL PAYMENT AMOUNT							53.70 *	53.70
017370/00	CIF SAC-JOAQUIN SECTION							
880 PO-150759	09/18/2014	GLOBAL YOUTH CHARTER	1	09-0700-0-5300-503-1110-1000-018-000	NN	F	340.00	340.00
TOTAL PAYMENT AMOUNT							340.00 *	340.00
017657/00	RENAISSANCE LEARNING INC. ██████████							
297 PO-150333	09/18/2014	RPRNQ1250015	1	09-0000-0-5800-501-1110-1000-016-000	NN	F	560.00	560.00
297 PO-150333	09/18/2014	RPRNQ1250015	2	09-0700-0-5800-503-1110-1000-018-000	NN	F	839.00	839.00
TOTAL PAYMENT AMOUNT							1,399.00 *	1,399.00
TOTAL FUND PAYMENT							1,792.70 **	1,792.70

81 CENTER UNIFIED SCHOOL DIST.
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ACCOUNTS PAYABLE PRELIST
BATCH: 0025 09-19-14
FUND : 13 CAFETERIA FUND

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
Req Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP				
020098/00	BIG TRAY						
164 PO-150150	09/18/2014	757905	1 13-5310-0-4400-108-0000-3700-007-000 NN P			73.28	73.28
164 PO-150150	09/18/2014	757891	1 13-5310-0-4400-108-0000-3700-007-000 NN P			137.55	137.55
164 PO-150150	09/18/2014	758486	1 13-5310-0-4400-108-0000-3700-007-000 NN P			13.52	13.52
164 PO-150150	09/18/2014	758641	1 13-5310-0-4400-108-0000-3700-007-000 NN P			82.14	82.14
TOTAL PAYMENT AMOUNT			306.49 *				306.49
021498/00	CA NUTRITION ASSOC.						
864 PO-150745	09/18/2014	TRADE SHOW REGIST	1 13-5310-0-5200-108-0000-3700-007-000 NN F			1,145.00	1,145.00
TOTAL PAYMENT AMOUNT			1,145.00 *				1,145.00
011205/00	CULTURE SHOCK YOGURT						
176 PO-150160	09/18/2014	2076	1 13-5310-0-4700-108-0000-3700-007-000 NN P			142.80	142.80
TOTAL PAYMENT AMOUNT			142.80 *				142.80
022364/00	HEARTLAND SCHOOL SOLUTIONS						
170 PO-150156	09/18/2014	HSS0000019016	1 13-5310-0-5300-108-0000-3700-007-000 NN P			472.50	472.50
TOTAL PAYMENT AMOUNT			472.50 *				472.50
016279/00	P&R PAPER SUPPLY						
175 PO-150159	09/18/2014	30003424-00	1 13-5310-0-4300-108-0000-3700-007-000 NN P			1,554.51	1,554.51
TOTAL PAYMENT AMOUNT			1,554.51 *				1,554.51
017897/00	PODNEBESNY, ALLA						
862 PO-150744	09/18/2014	REFUND	1 13-5310-0-8634-000-0000-0000-000-000 NN F			11.75	11.75
TOTAL PAYMENT AMOUNT			11.75 *				11.75
011422/00	SYS CO OF SAN FRANCISCO						
158 PO-150144	09/18/2014	095638	2 13-5310-0-4300-108-0000-3700-007-000 NN P			842.41	842.41
158 PO-150144	09/18/2014	095638	1 13-5310-0-4700-108-0000-3700-007-000 NN P			3,324.06	3,324.06
TOTAL PAYMENT AMOUNT			4,166.47 *				4,166.47
TOTAL FUND PAYMENT			7,799.52 **				7,799.52

81 CENTER UNIFIED SCHOOL DIST.
09-18-14

ACCOUNTS PAYABLE PRELIST
BATCH: 0025 09-19-14
FUND : 14
J6897 APY500 H.02.05 09/18/14 PAGE 15
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DEFERRED MAINTENANCE FUND

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
020734/00	AAA SERVICES										

867 PO-150746 09/18/2014 251347

1 14-0024-0-5600-106-9607-8110-007-000 NN F
TOTAL PAYMENT AMOUNT 155.00 * 155.00 155.00

TOTAL FUND PAYMENT 155.00 ** 155.00

81 CENTER UNIFIED SCHOOL DIST.
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ACCOUNTS PAYABLE PRELIST
BATCH: 0025 09-19-14
FUND : 21 BUILDING FUND

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num		
Req Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP			Liq Amt	Net Amount
010139/00	TROXELL COMMUNICATIONS INC						
661 PO-150569	09/18/2014	796351	1 21-0000-0-5800-115-0000-8500-007-000 NN F			3,675.00	3,675.00
TOTAL PAYMENT AMOUNT						3,675.00 *	3,675.00
TOTAL FUND PAYMENT						3,675.00 **	3,675.00
TOTAL BATCH PAYMENT						169,878.73 ***	169,878.73
TOTAL USE TAX AMOUNT						77.97	
TOTAL DISTRICT PAYMENT						169,878.73 ****	169,878.73
TOTAL USE TAX AMOUNT						77.97	
TOTAL FOR ALL DISTRICTS:						169,878.73 *****	169,878.73
TOTAL USE TAX AMOUNT						77.97	

Number of warrants to be printed: 88, not counting voids due to stub overflows.

Batch status: A All

From batch: 0026

To batch: 0026

Include Revolving Cash: Y

Include Address: N

81 CENTER UNIFIED SCHOOL DIST.
09-25-2014

ACCOUNTS PAYABLE PRELIST
BATCH: 0026 09-25-14
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				
015797/00	ACE SUPPLY HARDWARE NORTH						
41 PO-150027	09/25/2014	098094/2	1 01-8150-0-4300-106-0000-8110-007-000 NN P			41.67	41.67
41 PO-150027	09/25/2014	97956/2	1 01-8150-0-4300-106-0000-8110-007-000 NN P			32.36	32.36
			TOTAL PAYMENT AMOUNT	74.03 *			74.03
019769/00	AMERICAN EXPRESS						
782 PO-150672	09/25/2014	0-03000	1 01-0000-0-5800-115-0000-7700-007-000 NN F			98.91	98.91
			TOTAL PAYMENT AMOUNT	98.91 *			98.91
021097/00	ASSOCIATED VALUATION SERVICES						
191 PO-150170	09/25/2014	4601	1 01-0000-0-5800-105-0000-7200-005-000 NN P			1,704.60	1,704.60
			TOTAL PAYMENT AMOUNT	1,704.60 *			1,704.60
018533/00	ATKINSON ANDELSON LOYA RUDD						
617 PO-150516	09/25/2014	459308	1 01-0000-0-5804-105-0000-7200-005-000 NE P			5,945.62	5,945.62
			TOTAL PAYMENT AMOUNT	5,945.62 *			5,945.62
022576/00	Automoblox Company						
421 PO-150366	09/25/2014	ABX00135438	1 01-0029-0-4300-472-1110-1000-014-000 NN F			426.38	351.16
			TOTAL PAYMENT AMOUNT	351.16 *			351.16
020065/00	BOLTON, LOIS						
909 PO-150765	09/25/2014	ER VISIT	1 01-0000-0-3404-111-0000-8200-000-000 NN F			50.00	50.00
			TOTAL PAYMENT AMOUNT	50.00 *			50.00
020540/00	CALIFORNIA AMERICAN WATER CO						
25 PO-150015	09/25/2014	1015-210019904460	1 01-0000-0-5540-106-0000-8110-007-000 NN P			3,431.14	3,431.14
25 PO-150015	09/25/2014	210018891530	1 01-0000-0-5540-106-0000-8110-007-000 NN P			223.14	223.14
25 PO-150015	09/25/2014	210020445299	1 01-0000-0-5540-106-0000-8110-007-000 NN P			5,004.51	5,004.51
25 PO-150015	09/25/2014	210019904293	1 01-0000-0-5540-106-0000-8110-007-000 NN P			4,806.43	4,806.43
25 PO-150015	09/25/2014	210020062960	1 01-0000-0-5540-106-0000-8110-007-000 NN P			4,888.49	4,888.49
25 PO-150015	09/25/2014	210021268822	1 01-0000-0-5540-106-0000-8110-007-000 NN P			1,982.28	1,982.28
25 PO-150015	09/25/2014	210020957327	1 01-0000-0-5540-106-0000-8110-007-000 NN P			1,506.87	1,506.87
25 PO-150015	09/25/2014	210020956980	1 01-0000-0-5540-106-0000-8110-007-000 NN P			5,958.16	5,958.16

81 CENTER UNIFIED SCHOOL DIST.
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ACCOUNTS PAYABLE PRELIST
BATCH: 0026 09-25-14
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				
020540 (CONTINUED)							
25 PO-150015	09/25/2014	210021395847	1 01-0000-0-5540-106-0000-8110-007-000 NN P			8,148.43	8,148.43
25 PO-150015	09/25/2014	210019694008	1 01-0000-0-5540-106-0000-8110-007-000 NN P			180.61	180.61
25 PO-150015	09/25/2014	210019695353	1 01-0000-0-5540-106-0000-8110-007-000 NN P			180.61	180.61
25 PO-150015	09/25/2014	210021268389	1 01-0000-0-5540-106-0000-8110-007-000 NN P			180.61	180.61
25 PO-150015	09/25/2014	2100200337810	1 01-0000-0-5540-106-0000-8110-007-000 NN P			1,973.79	1,973.79
25 PO-150015	09/25/2014	2100200379810	1 01-0000-0-5540-106-0000-8110-007-000 NN P			663.58	663.58
25 PO-150015	09/25/2014	210021268303	1 01-0000-0-5540-106-0000-8110-007-000 NN P			487.29	487.29
TOTAL PAYMENT AMOUNT				39,615.94 *			39,615.94
020305/00 CDW GOVERNMENT INC.							
822 PO-150706	09/25/2014	PL94545	1 01-0000-0-4300-472-0000-2700-014-000 NN P			29.25	29.25
822 PO-150706	09/25/2014	PM48083	1 01-0000-0-4300-472-0000-2700-014-000 NN F			36.50	36.50
TOTAL PAYMENT AMOUNT				65.75 *			65.75
010407/00 CENTER UNIFIED REVOLVING FUND							
912 PO-150766	09/25/2014	B.ROGERS #4121	1 01-8150-0-4300-106-0000-8110-007-000 NN F			150.00	150.00
922 PO-150781	09/25/2014	REISSUE	1 01-0000-0-4300-101-0000-7150-002-000 NN F			25.00	25.00
922 PO-150781	09/25/2014	REISSUE	2 01-0000-0-4300-120-0000-7110-001-000 NN F			25.00	25.00
TOTAL PAYMENT AMOUNT				200.00 *			200.00
016355/00 CHILD THERAPY TOYS.COM							
859 PO-150737	09/25/2014	67308	1 01-6512-0-4300-102-5001-2700-002-000 NN F			13.98	12.94
TOTAL PAYMENT AMOUNT				12.94 *			12.94
015160/00 COMVIEW							
522 PO-150450	09/25/2014	0222910-IN	1 01-9115-0-4300-115-0000-7700-007-000 NN F			254.36	149.37
TOTAL PAYMENT AMOUNT				149.37 *			149.37
021813/00 CONSOLIDATED COMMUNICATIONS							
36 PO-150023	09/25/2014	604800-001	1 01-0000-0-5902-106-0000-8110-007-000 NN P			160.90	160.90
TOTAL PAYMENT AMOUNT				160.90 *			160.90

81 CENTER UNIFIED SCHOOL DIST.
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ACCOUNTS PAYABLE PRELIST
BATCH: 0026 09-25-14
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				
014602/00	EDU INC						
551 PO-150473	09/25/2014	JS52466	1 01-0000-0-4300-236-1110-1000-009-000 NN F			1,127.14	1,127.14
			TOTAL PAYMENT AMOUNT	1,127.14 *			1,127.14
020517/00	EDUCATIONAL DATA SYSTEMS						
625 PO-150537	09/25/2014	091415148	1 01-0000-0-5800-103-0000-3160-003-000 NN F			580.36	578.38
			TOTAL PAYMENT AMOUNT	578.38 *			578.38
010592/00	EWING IRRIGATION PRODUCTS						
53 PO-150085	09/25/2014	8673673	1 01-0000-0-4300-106-0000-8110-007-000 NN P			342.34	342.34
			TOTAL PAYMENT AMOUNT	342.34 *			342.34
022347/00	GIVE SOMETHING BACK						
825 PO-150709	09/25/2014	IN-0284525	1 01-0000-0-4300-472-9769-1000-014-000 NN P			19.08	19.08
825 PO-150709	09/25/2014	IN-0283993	1 01-0000-0-4300-472-9769-1000-014-000 NN F			159.23	159.22
827 PO-150711	09/25/2014	IN0283992	1 01-0000-0-4300-472-0000-2700-014-000 NN F			110.88	110.87
			TOTAL PAYMENT AMOUNT	289.17 *			289.17
017577/00	GOMES, JOE						
910 PO-150787	09/25/2014	MILEAGE	1 01-3550-0-5200-472-1110-1000-014-000 NN F			52.64	52.64
			TOTAL PAYMENT AMOUNT	52.64 *			52.64
010191/00	GRAINGER						
761 PO-150649	09/25/2014	9538377335	1 01-8150-0-4300-106-0000-8110-007-000 NN P			28.40	28.40
761 PO-150649	09/25/2014	9536992564	1 01-8150-0-4300-106-0000-8110-007-000 NN P			82.42	82.42
761 PO-150649	09/25/2014	9536992572	1 01-8150-0-4300-106-0000-8110-007-000 NN F			108.40	62.32
			TOTAL PAYMENT AMOUNT	173.14 *			173.14
013988/00	HAJOCA CORPORATION						
43 PO-150029	09/25/2014	S008057677001	1 01-8150-0-4300-106-0000-8110-007-000 NN P			355.32	355.32
			TOTAL PAYMENT AMOUNT	355.32 *			355.32

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

017002/00	HOME DEPOT CREDIT SERVICES													
44	PO-150030	09/25/2014	1023576-9194883	1	01-8150-0-4300-106-0000-8110-007-000	NN	P					0.00	0.00	
44	PO-150030	09/25/2014	1013816	1	01-8150-0-4300-106-0000-8110-007-000	NN	P					69.40	69.40	
44	PO-150030	09/25/2014	1270092	1	01-8150-0-4300-106-0000-8110-007-000	NN	P					714.82	714.82	
44	PO-150030	09/25/2014	8270134	1	01-8150-0-4300-106-0000-8110-007-000	NN	P					34.88	34.88	
TOTAL PAYMENT AMOUNT												819.10 *	819.10	
014507/00	HORIZON DISTRIBUTORS													
52	PO-150084	09/25/2014	2A080708	1	01-0000-0-4300-106-0000-8110-007-000	NN	P					283.77	283.77	
TOTAL PAYMENT AMOUNT												283.77 *	283.77	
015849/00	IPARADIGMS LLC													
488	PO-150444	09/25/2014	IN11071259	1	01-0000-0-4300-472-0000-2700-014-000	NN	F					6,159.00	6,159.00	
TOTAL PAYMENT AMOUNT												6,159.00 *	6,159.00	
010728/00	JOHNSTONE SUPPLY OF SACRAMENTO													
905	PO-150776	09/25/2014	27-S196576-S1965760	1	01-8150-0-4300-106-0000-8110-007-000	NN	P					67.20	67.20	
905	PO-150776	09/25/2014	27-S1965155.001	1	01-8150-0-4300-106-0000-8110-007-000	NN	P					232.05	232.05	
905	PO-150776	09/25/2014	27-S1965429.001	1	01-8150-0-4300-106-0000-8110-007-000	NN	P					31.58	31.58	
TOTAL PAYMENT AMOUNT												330.83 *	330.83	
010355/00	KAISER FOUNDATION HEALTH PLAN													
PV-151024	09/24/2014	OCTOBER			01-0000-0-9552-000-0000-0000-000-000	NN							151,726.96	
TOTAL PAYMENT AMOUNT												151,726.96 *	151,726.96	
017726/00	LOS ANGELES FREIGHTLINER													
513	PO-150439	09/25/2014	BN8578	1	01-0000-0-4300-112-0000-3600-007-000	NN	P					16.33	16.33	
513	PO-150439	09/25/2014	BN58581	1	01-0000-0-4300-112-0000-3600-007-000	NN	P					82.67	82.67	
TOTAL PAYMENT AMOUNT												99.00 *	99.00	
022230/00	MANAGED HEALTH NETWORK													
190	PO-150169	09/25/2014	3200061579	1	01-0000-0-3401-100-1110-1000-000-000	NN	P					1,197.90	1,197.90	
TOTAL PAYMENT AMOUNT												1,197.90 *	1,197.90	

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ACCOUNTS PAYABLE PRELIST
BATCH: 0026 09-25-14
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				

010034/00	MCGILL DISCOUNT NURSE SUPPLIES						
722 PO-150618	09/25/2014	IN0493020	1 01-6500-0-4300-102-5750-1110-002-000 NN F			43.49	42.78
TOTAL PAYMENT AMOUNT						42.78 *	42.78
015787/00	O'REILLY AUTO PARTS						
68 PO-150039	09/25/2014	297493-275774	1 01-0000-0-4300-112-0000-3600-007-000 NN P			3.54	3.54
68 PO-150039	09/25/2014	298442-299616	1 01-0000-0-4300-112-0000-3600-007-000 NN P			711.57	711.57
68 PO-150039	09/25/2014	300066-300079	1 01-0000-0-4300-112-0000-3600-007-000 NN P			0.00	0.00
68 PO-150039	09/25/2014	298104	1 01-0000-0-4300-112-0000-3600-007-000 NN P			21.35	21.35
68 PO-150039	09/25/2014	297497	1 01-0000-0-4300-112-0000-3600-007-000 NN P			11.87	11.87
68 PO-150039	09/25/2014	298307	1 01-0000-0-4300-112-0000-3600-007-000 NN P			32.39	32.39
TOTAL PAYMENT AMOUNT						780.72 *	780.72
017576/00	OFFICE DEPOT/BUS.SERVICES DIV						
195 PO-150223	09/25/2014	725644561001, 2-CREDITS -87.21	1 01-0000-0-4300-234-1110-1000-008-000 NN P			0.00	0.00
195 PO-150223	09/25/2014	721289483001	1 01-0000-0-4300-234-1110-1000-008-000 NN P			1,068.84	1,068.84
195 PO-150223	09/25/2014	721289485001	1 01-0000-0-4300-234-1110-1000-008-000 NN P			92.02	92.02
195 PO-150223	09/25/2014	721289483002	1 01-0000-0-4300-234-1110-1000-008-000 NN P			21.58	21.58
195 PO-150223	09/25/2014	721289484001	1 01-0000-0-4300-234-1110-1000-008-000 NN P			47.52	47.52
195 PO-150223	09/25/2014	7015167474001	1 01-0000-0-4300-234-1110-1000-008-000 NN F			47.43	88.12
692 PO-150592	09/25/2014	727880672001	1 01-6300-0-4300-240-1110-1000-011-000 NN P			51.09	51.09
692 PO-150592	09/25/2014	727880672002	1 01-6300-0-4300-240-1110-1000-011-000 NN F			35.29	35.31
821 PO-150705	09/25/2014	729682098001	1 01-0000-0-4300-472-0000-2700-014-000 NN F			75.59	75.59
852 PO-150730	09/25/2014	730412467001	1 01-6512-0-4300-102-5001-2700-002-000 NN F			80.44	67.21
TOTAL PAYMENT AMOUNT						1,547.28 *	1,547.28
021050/00	PACHECO, SHAWNA						
921 PO-150780	09/25/2014	REISSUE REI B	1 01-6520-0-5210-472-5770-1110-003-000 NN F			62.84	62.84
TOTAL PAYMENT AMOUNT						62.84 *	62.84
021139/00	PACIFIC COAST BREAKER LLC						
580 PO-150501	09/25/2014	PCB IN-42305	1 01-8150-0-4300-106-0000-8110-007-000 NN P			27.00	27.00
TOTAL PAYMENT AMOUNT						27.00 *	27.00

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BATCH: 0026 09-25-14
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				
010426/00	PAULS SAFE & LOCK						
198 PO-150175	09/25/2014	20326	1 01-8150-0-4300-106-0000-8110-007-000 NY P			33.21	33.21
TOTAL PAYMENT AMOUNT						33.21 *	33.21
010254/00	PEARSON EDUCATION						
778 PO-150668	09/25/2014	4023524545	1 01-0000-0-4200-472-1224-1000-014-000 NN F			2,320.00	2,332.80
TOTAL PAYMENT AMOUNT						2,332.80 *	2,332.80
014069/00	PLATT ELECTRIC SUPPLY INC						
46 PO-150032	09/25/2014	F103249-E531878	1 01-8150-0-4300-106-0000-8110-007-000 NN P			2.19	2.19
46 PO-150032	09/25/2014	F052676	1 01-8150-0-4300-106-0000-8110-007-000 NN P			58.53	58.53
TOTAL PAYMENT AMOUNT						60.72 *	60.72
017245/00	PRECISION DATA PRODUCTS INC.						
788 PO-150679	09/25/2014	280	1 01-6500-0-4300-102-5750-1110-002-000 NN F			83.75	92.14
TOTAL PAYMENT AMOUNT						92.14 *	92.14
021194/00	PRUDENTIAL OVERALL SUPPLY INC						
133 PO-150070	09/25/2014	180193857	1 01-0000-0-5600-112-0000-3600-007-000 NN P			58.62	58.62
133 PO-150070	09/25/2014	180194407	1 01-0000-0-5600-112-0000-3600-007-000 NN P			58.62	58.62
TOTAL PAYMENT AMOUNT						117.24 *	117.24
021803/00	REASON, LYN						
891 PO-150783	09/25/2014	REIMB	1 01-6300-0-4300-240-1110-1000-011-000 NN F			74.77	74.77
TOTAL PAYMENT AMOUNT						74.77 *	74.77
014024/00	REMEDIA PUBLICATIONS						
796 PO-150689	09/25/2014	449005	1 01-6500-0-4300-102-5770-1110-002-000 YN F			16.19	14.99
TOTAL PAYMENT AMOUNT						14.99 *	14.99
TOTAL USE TAX AMOUNT						1.20	

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BATCH: 0026 09-25-14
FUND : 01 GENERAL FUND

J7099 APY500 H.02.05 09/25/14 PAGE 8
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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		
010546/00	RIVERSIDE PUBLISHING CO.						
91 PO-150139	09/25/2014	950638192	1	01-6500-0-4300-102-5770-1120-002-000	NN F	164.96	166.08
781 PO-150671	09/25/2014	950855493	1	01-6500-0-4300-102-5770-1110-002-000	NN F	181.24	166.08
TOTAL PAYMENT AMOUNT						332.16 *	332.16
010627/00	RIVERVIEW INTERNATIONAL TRUCKS						
579 PO-150500	09/25/2014	840691	2	01-0000-0-4300-112-0000-3600-007-000	NN P	76.14	76.14
TOTAL PAYMENT AMOUNT						76.14 *	76.14
018524/00	ROSS RECREATION EQUIP CO.INC.						
586 PO-150505	09/25/2014	95702	1	01-8150-0-4300-106-0000-8110-007-000	NN F	58.56	58.56
TOTAL PAYMENT AMOUNT						58.56 *	58.56
021597/00	RYDIN DECAL						
652 PO-150559	09/25/2014	299674	1	01-0000-0-5800-472-0000-2700-014-000	YN F	212.40	198.18
TOTAL PAYMENT AMOUNT						198.18 *	198.18
TOTAL USE TAX AMOUNT						15.85	
010552/00	SAC VAL JANITORIAL						
146 PO-150077	09/25/2014	10093256	1	01-0000-0-9320-000-0000-0000-000-000	NN P	135.97	135.97
146 PO-150077	09/25/2014	10103452	1	01-0000-0-9320-000-0000-0000-000-000	NN P	388.80	388.80
829 PO-150713	09/25/2014	10102589	2	01-0000-0-4400-111-0000-8200-007-000	NN F	1,876.50	1,876.51
829 PO-150713	09/25/2014	10102589	1	01-0000-0-4400-472-0000-2700-014-000	NN F	1,876.50	1,876.50
TOTAL PAYMENT AMOUNT						4,277.78 *	4,277.78
010266/00	SACRAMENTO COUNTY UTILITIES						
30 PO-150018	09/25/2014	50008418859	1	01-0000-0-5540-106-0000-8110-007-000	NN P	236.92	236.92
TOTAL PAYMENT AMOUNT						236.92 *	236.92
015962/00	SCHMIEDER, KRIS						
892 PO-150784	09/25/2014	REIMB-BEE REG	1	01-0000-0-5300-240-1110-1000-011-000	NN F	100.00	100.00
TOTAL PAYMENT AMOUNT						100.00 *	100.00

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BATCH: 0026 09-25-14
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				
018788/00	SCHOOL FIX						
731 PO-150624	09/25/2014	85104B	1 01-0000-0-4300-475-3200-1000-015-000 NN P			53.70	53.70
731 PO-150624	09/25/2014	85104A	1 01-0000-0-4300-475-3200-1000-015-000 NN F			69.98	78.00
TOTAL PAYMENT AMOUNT						131.70 *	131.70
015650/00	SCHOOL SAVERS						
693 PO-150612	09/25/2014	60770	1 01-0000-0-4300-472-1251-1000-014-000 NN F			991.58	991.58
TOTAL PAYMENT AMOUNT						991.58 *	991.58
014079/00	THYSSENKRUPP ELEVATOR CORP						
38 PO-150025	09/25/2014	30012537	1 01-0000-0-5600-106-0000-8110-007-000 NN P			253.59	253.59
TOTAL PAYMENT AMOUNT						253.59 *	253.59
010139/00	TROXELL COMMUNICATIONS INC						
360 PO-150312	09/25/2014	797589	1 01-9115-0-4400-115-0000-7700-007-000 NN P			250.00	250.00
360 PO-150312	09/25/2014	797452	1 01-9115-0-4400-115-0000-7700-007-000 NN F			2,013.11	2,013.12
TOTAL PAYMENT AMOUNT						2,263.12 *	2,263.12
018567/00	TRULITE WSG LLC						
48 PO-150034	09/24/2014	703777	1 01-8150-0-4300-106-0000-8110-007-000 NN P			33.79	33.79
TOTAL PAYMENT AMOUNT						33.79 *	33.79
021111/00	ULINE						
762 PO-150650	09/25/2014	61437824	1 01-8150-0-4300-106-0000-8110-007-000 NN F			69.00	87.01
TOTAL PAYMENT AMOUNT						87.01 *	87.01
022578/00	USA BUTTONS INC						
418 PO-150363	09/25/2014	112088	1 01-0029-0-4300-472-1110-1000-014-000 YN F			365.96	340.00
TOTAL PAYMENT AMOUNT						340.00 *	340.00
TOTAL USE TAX AMOUNT						27.20	

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BATCH: 0026 09-25-14
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		
022254/00	VALLEY POWER SYSTEMS INC						
742 PO-150636	09/25/2014	J40803	1 01-0000-0-4300-112-0000-3600-007-000	NN P		76.79	76.79
TOTAL PAYMENT AMOUNT						76.79 *	76.79
022221/00	WESTERN HEALTH ADVANTAGE						
PV-151025	09/24/2014	OCTOBER	01-0000-0-9552-000-0000-0000-000-000	NN			100,241.10
TOTAL PAYMENT AMOUNT						100,241.10 *	100,241.10
010494/00	WIESER EDUCATIONAL INC.						
594 PO-150596	09/25/2014	66926	1 01-6500-0-4300-102-5770-1110-002-000	NN F		104.49	103.79
TOTAL PAYMENT AMOUNT						103.79 *	103.79
017313/00	XEROX						
346 PO-150301	09/25/2014	300206211-CREDIT	1 01-0000-0-9320-000-0000-0000-000-000	NN F		17,892.00	17,892.00
419 PO-150364	09/25/2014	230007054	1 01-0000-0-5800-115-9790-8200-007-000	NN P		533.00	533.00
622 PO-150534	09/25/2014	300205392	1 01-0000-0-5800-115-9790-8200-007-000	NN P		42,574.31	42,574.31
622 PO-150534	09/25/2014	300205596	1 01-0000-0-5800-115-9790-8200-007-000	NN P		510.31	510.31
746 PO-150640	09/25/2014	300205392AUG-SEPT	1 01-7220-0-5612-472-1110-1000-014-000	NN P		200.00	200.00
747 PO-150641	09/25/2014	300205392	1 01-3550-0-5612-472-1110-1000-014-000	NN P		200.00	200.00
749 PO-150643	09/25/2014	300205392	1 01-3010-0-5612-371-1110-1000-012-000	NN P		100.00	100.00
TOTAL PAYMENT AMOUNT						62,009.62 *	62,009.62
TOTAL FUND PAYMENT						400,899.66 **	400,899.66
TOTAL USE TAX AMOUNT						44.25	

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ACCOUNTS PAYABLE PRELIST

BATCH: 0026 09-25-14
FUND : 09

CHARTER SCHOOLS

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Vendor/Addr	Remit name	Description	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
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Req Reference Date

017313/00 XEROX

744 PO-150638 09/25/2014 300205392-AUG-SEPT
744 PO-150638 09/25/2014 300205392AUG-SEPT

1	09-1100-0-5612-501-0000-2700-016-000	NN P	40.00	40.00
2	09-1100-0-5612-501-1110-1000-016-000	NN P	160.00	160.00
TOTAL PAYMENT AMOUNT			200.00 *	200.00

TOTAL FUND	PAYMENT	200.00 **	200.00
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FUND : 11 ADULT EDUCATION FUND

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Vendor/Addr	Remit name		Tax ID num	Deposit type	ABA num	Account num		
Req Reference	Date	Description			FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP		Liq Amt	Net Amount
017313/00	XEROX							
748	PO-150642	09/25/2014	300205392		1 11-0030-0-5612-601-4130-1000-017-000 NN P		50.00	50.00
					TOTAL PAYMENT AMOUNT	50.00 *		50.00
					TOTAL FUND	PAYMENT	50.00 **	50.00

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BATCH: 0026 09-25-14
FUND : 13 CAFETERIA FUND

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
Req Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP				
022579/00	ANGELIQUE MILLER						
907 PO-150786	09/25/2014	REFUND	1 13-5310-0-8634-000-0000-0000-000-000 NN F			18.63	18.63
TOTAL PAYMENT AMOUNT						18.63 *	18.63
011205/00	CULTURE SHOCK YOGURT						
176 PO-150160	09/25/2014	2112	1 13-5310-0-4700-108-0000-3700-007-000 NN P			142.80	142.80
TOTAL PAYMENT AMOUNT						142.80 *	142.80
011602/00	DANIELSEN CO., THE						
155 PO-150141	09/25/2014	52092	2 13-5310-0-4300-108-0000-3700-007-000 NN P			32.00	32.00
155 PO-150141	09/25/2014	52896	2 13-5310-0-4300-108-0000-3700-007-000 NN P			190.00	190.00
155 PO-150141	09/25/2014	52092	1 13-5310-0-4700-108-0000-3700-007-000 NN P			1,726.14	1,726.14
155 PO-150141	09/25/2014	52896-52557	1 13-5310-0-4700-108-0000-3700-007-000 NN P			1,676.73	1,676.73
TOTAL PAYMENT AMOUNT						3,624.87 *	3,624.87
021080/00	ED JONES FOOD SERVICE INC						
159 PO-150145	09/25/2014	171452	1 13-5310-0-4700-108-0000-3700-007-000 NN P			5,759.34	5,759.34
159 PO-150145	09/25/2014	171783-171440	1 13-5310-0-4700-108-0000-3700-007-000 NN P			5,424.32	5,424.32
TOTAL PAYMENT AMOUNT						11,183.66 *	11,183.66
019993/00	PROPACIFIC FRESH						
160 PO-150146	09/25/2014	60270-CHS	1 13-5310-0-4700-108-0000-3700-007-000 NN P			6,236.25	6,236.25
160 PO-150146	09/25/2014	61188 OAKHILL	1 13-5310-0-4700-108-0000-3700-007-000 NN P			2,157.63	2,157.63
160 PO-150146	09/25/2014	61169 N.COUNTRY	1 13-5310-0-4700-108-0000-3700-007-000 NN P			1,308.06	1,308.06
160 PO-150146	09/25/2014	61883	1 13-5310-0-4700-108-0000-3700-007-000 NN P			843.63	843.63
160 PO-150146	09/25/2014	62230 WCR	1 13-5310-0-4700-108-0000-3700-007-000 NN P			1,826.59	1,826.59
160 PO-150146	09/25/2014	60507 DUDLEY	1 13-5310-0-4700-108-0000-3700-007-000 NN P			1,738.16	1,738.16
160 PO-150146	09/25/2014	60646 GLOBAL	1 13-5310-0-4700-108-0000-3700-007-000 NN P			1,268.14	1,268.14
TOTAL PAYMENT AMOUNT						15,378.46 *	15,378.46
021194/00	PRUDENTIAL OVERALL SUPPLY INC						
163 PO-150149	09/25/2014	180193856	1 13-5310-0-5800-108-0000-3700-007-000 NN P			71.60	71.60
163 PO-150149	09/25/2014	180194406	1 13-5310-0-5800-108-0000-3700-007-000 NN P			71.60	71.60
TOTAL PAYMENT AMOUNT						143.20 *	143.20

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BATCH: 0026 09-25-14
FUND : 13 CAFETERIA FUND

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

017334/00	SEVEN UP BOTTLING CO. OF S.F.						
162 PO-150148	09/25/2014	2190521614	1	13-5310-0-4700-108-0000-3700-007-000	NN P	905.76	905.76
162 PO-150148	09/25/2014	2188424073	1	13-5310-0-4700-108-0000-3700-007-000	NN P	526.16	526.16
TOTAL PAYMENT AMOUNT						1,431.92 *	1,431.92
TOTAL FUND PAYMENT						31,923.54 **	31,923.54

81 CENTER UNIFIED SCHOOL DIST.
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ACCOUNTS PAYABLE PRELIST
BATCH: 0026 09-25-14
FUND : 14 DEFERRED MAINTENANCE 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				
013988/00	HAJOCA CORPORATION						
797 PO-150690	09/25/2014	S008062042.001	1 14-0024-0-4300-106-9606-8110-007-000 NN F			1,288.00	1,296.00
TOTAL PAYMENT AMOUNT						1,296.00 *	1,296.00
016043/00	SHELTONS UNLIMITED MECHANICAL						
671 PO-150576	09/25/2014	14-14217	2 14-0024-0-4300-106-9607-8110-007-000 NY F			996.81	996.81
671 PO-150576	09/25/2014	14-14217	1 14-0024-0-4400-106-9607-8110-007-000 NY F			2,152.97	2,152.97
671 PO-150576	09/25/2014	14-14217	3 14-0024-0-5600-106-9607-8110-007-000 NY F			1,295.00	1,295.00
TOTAL PAYMENT AMOUNT						4,444.78 *	4,444.78
TOTAL FUND PAYMENT						5,740.78 **	5,740.78
TOTAL BATCH PAYMENT						438,813.98 ***	438,813.98
TOTAL USE TAX AMOUNT						44.25	
TOTAL DISTRICT PAYMENT						438,813.98 ****	438,813.98
TOTAL USE TAX AMOUNT						44.25	
TOTAL FOR ALL DISTRICTS:						438,813.98 ****	438,813.98
TOTAL USE TAX AMOUNT						44.25	

Number of warrants to be printed: 73, not counting voids due to stub overflows.

Center Joint Unified School District

AGENDA REQUEST FOR:	
Dept./Site: Superintendent's Office	Action Item <u>X</u>
To: Board of Trustees	Information Item _____
Date: October 15, 2014	# Attached Pages _____
From: Scott A. Loehr, Superintendent	
Principal/Administrator Initials: _____	

<p>SUBJECT: Renewal of the Memorandum of Understanding Between Center Joint Unified School District and Antelope View Charter School</p> <p>This is a renewal of the MOU for Antelope View Charter School, which would remain in effect until June 30, 2016.</p> <p>RECOMMENDATION: the Center Joint Unified School District Board of Trustees approved the Renewal of the Memorandum of Understanding Between Center Joint Unified School District and Antelope View Charter School.</p>



Memorandum of Understanding

October 15, 2014 — June 30, 2016

Agreement Between Center Joint Unified School District and Antelope View Charter School

Intent: The purpose of this agreement is to contract with the Center Joint Unified School District so that Antelope View Charter School can serve 9th - 12th grade students.

Agreement made October 15, 2014, between Center Joint Unified School District, a public school district operating under the laws of the state of California, located at 8408 Watt Avenue, Antelope, California, referred to in this agreement as CJUSD, with Antelope View Charter School operating under Charter Laws of the state of California, located at 3243 Center Court Lane, Antelope, California, referred to in this agreement as AVCS.

In witness whereof, the parties have executed this agreement on the date and year above written at 8408 Watt Avenue, Antelope, California. This Memorandum of Understanding will terminate June 30, 2016 or if the charter for Antelope View Charter School is revoked or expires, whichever occurs first. Amendments or modifications may be made prior to the termination or expiration date as outlined on page 13, section 2.b.i. of this document.

Jeremy Hunt
President, CJUSD Board of Trustees

Date

Scott A. Loehr, Superintendent, CJUSD

Date

Doug Hughey, Principal, AVCS

Date

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Chapter 1 Hiring Procedures and Practices

AVCS is in partnership with the CJUSD Personnel Department. AVCS receives the following services from CJUSD. In consideration of the mutual covenants and promises set forth in this agreement, CJUSD and AVCS agree as follows:

Section One At Will Employment

1. *Principal/Director of Antelope View Charter School is an employee of the District, working as an agent on behalf of AVCS. If the Principal/Director transfers from CJUSD all return rights to the District shall be maintained.* All other employees of the School shall not be deemed to be employees of the District for any purpose.
2. *Separation of Employment:* By executing an agreement to enter into an employment relationship with AVCS, each employee acknowledges that the relationship exists solely with AVCS and does not imply any employment relationship with CJUSD or union membership.
3. *At Will Employment:* Only the Principal/Director of AVCS may terminate the employment of any employee at any time with or without cause.
 - a. The employer or employee may immediately terminate an employment agreement upon written notice to the other party.
 - b. Neither party may enter into another agreement with the intention to alter this "at-will" relationship.
 - c. Without impacting the "at-will" nature of the employment relationship, AVCS will conduct regular employee evaluation with the intention of providing feedback and guidance that may improve and support employee job performance.
 - d. Without impacting the "at-will" nature of the employment relationship, AVCS may elect to address job performance deficiencies and/or on-the-job infractions related to published job descriptions or AVCS job performance expectations with the "Facts Rules Impact Suggestions Knowledge" (FRISK) process. No intervention designed to improve employee performance shall be construed as changing the "at-will" nature of the employment relationship.

Section Two General Employee Work Requirements

1. *Child Abuse Reporting Requirements:* California Penal Code Section 11166 requires that any child care custodian who has knowledge of or observes a child in his or her professional capacity, or within the scope of his or her employment, which he or she knows or reasonably suspects has been the victim of child abuse, to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.
 - a. By executing an agreement to enter into an employment relationship with AVCS, each employee acknowledges that he or she is a childcare custodian and is

certifying that he or she has knowledge of California Penal Code Section 1116 and will comply with the responsibilities therein implied.

2. Direct Service to AVCS Students Only: Employees will render direct service in person to students enrolled in AVCS during contracted work hours.

- a. Electronic means of indirectly providing service to any student will not qualify as time worked for an employee at AVCS or time spent in instruction for any student enrolled at AVCS.
- b. Employees will not render service in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with AVCS. Any such activity may result in immediate termination of employment with AVCS.

3. Technology Use Requirement: All employees will enter into an agreement that CJUSD maintains with all employees with respect to use of technology at the work site or during contracted work hours.

4. Use of School Property Requirement: All employees will enter into an agreement with respect to use of school property, including curriculum materials.

5. Adherence to AVCS and Job Duty Practices and Procedures Requirement: All employees will enter into an agreement with respect to job duties and expectations related to employment at AVCS. Any activity that violates these specifically and generally agreed upon duties or expectations may result in immediate termination of employment with AVCS.

Section Three Procedures for Hiring Salaried Employees

1. Employment Application Services: CJUSD will provide AVCS employment application services including posting of positions, applicant information, and distribution of this information to potential employees, confirmation of negative TB testing, finger printing, and drug testing clearance. CJUSD will provide equitable services and representation in the same manner as these services are provided to all CJUSD school programs or sites, especially when posting positions similar to those posted for CJUSD employment opportunities.

2. Autonomy and Oversight of Hiring Practices: When hiring staff for full time and/or salaried positions, AVCS will follow CJUSD procedures but reserves the right to exercise autonomy and oversight of school staff selection. AVCS may elect to:

- a. Write job descriptions specific to AVCS needs
- b. Develop interview questions specific to AVCS needs
- c. Post positions electronically, in local newspapers, or in professional journals in addition to CJUSD postings in order to communicate with individuals who may be specifically qualified to meet AVCS needs
- d. Review applications and select candidates for interview based on the flexibility of credentialing criteria under California Charter, Rural, and Small School Requirements [NCLB §1119, §9101(23); Reg. §§200.55, 200.56.].

3. Interview Scheduling and Notification: CJUSD will provide interview scheduling and notification and timely communication in order to secure qualified candidates to fill open positions.

4. Interview Processes and Procedures: AVCS will follow CJUSD interview processes and procedures and will submit documentation to the CJUSD Personnel Department. AVCS staff will conduct the interview process at the AVCS school site.

5. Reference/Background Checks: CJUSD will conduct Reference/Background Checks in a timely and equitable manner.

- a. AVCS may elect to verify references and/or to write reference verification questions and will inform CJUSD Personnel Department when opting for this choice.

Section Four

Procedures for Hiring Part-time Employees

1. AVCS may hire part-time teachers at a monthly rate of pay and tutors at an hourly rate of pay. Procedures that support the maintenance of a pool of qualified part-time employees are less formal and include the following communication practices:

- a. When teachers call or "drop in" seeking employment, administration at AVCS routinely conveys appreciation for teacher interest in employment and expresses a willingness to accept an application from any interested party. Potential applicants are always informed that teaching assignments, if any, are based on student learning needs (Math, Science, Foreign Language, etc.) and fluctuating enrollment. All potential applicants are referred to the Personnel Department at the CJUSD for further information or to initiate the application process.
- b. Applicants often inquire about the details of a position or the unique work environment at AVCS. The Principal/Director of AVCS or designee will provide applicants with a published job description or a verbal summary of said job description. Applicants are invited to visit the school or to meet informally with the Principal/Director.
- c. The Principal/Director will meet with interested applicants to describe the charter school's personalized learning programs and the requirements of the position (job description attached). The Principal/Director will then refer applicants to the Personnel Office at CJUSD to initiate the procedure for employment. These positions are represented as part-time, non-union, "at-will" employment opportunities.
- d. In the event of an increase in enrollment, the Principal/Director of AVCS will identify known applicants whose qualifications match the learning needs of students enrolled in AVCS. CJUSD will identify applicants who have completed TB Testing, finger printing, and drug testing clearance.
- e. Applicants who complete the CJUSD hiring process and match the needs of AVCS student population will be contacted by the Principal/Director of the Charter School to arrange for a meeting with the Principal/Director and designated AVCS staff (Counselors, Coordinators, and/or staff who provide new teacher orientation and training).
- f. Based on this meeting, teachers may be offered a temporary "at-will" part-time or hourly teaching assignment.
 - i. A typical arrangement will consist of five students at a set monthly rate per student,

- ii. Part-time instructors are required to sign an AVCS Teacher Requirement Agreement and standard CJUSD Personnel Department documents.

Section Five New Employees

1. All newly hired employees, including teachers, are paid to participate in training to orient each employee to AVCS mandated policies, processes, and procedures by the Office Manager or the Principal/Director.
 - a. The Office Manager will orient all newly hired classified staff to routine and standard procedures.
 - b. The Principal/Director will observe new teachers during the first semester to evaluate performance and to provide support to the teachers.
 - c. At the end of the first semester of employment, newly hired teachers will continue employment based on student enrollment, student learning needs, and continued teacher professional performance.

Section Six Termination Practices, Policies and Procedures

All teachers sign the AVCS Teacher Agreement, Mandated Child Abuse Reporting Requirements, and the "At-Will" Employment Notification. Employment is based on AVCS enrollment, student learning needs, and an appropriate match between teacher credentialing and student learning needs.

1. In situations where teacher job performance is unsatisfactory, or there is a lack of teacher compliance with established expectations, both full-time and part-time will be notified of the unsatisfactory performance or non-compliance using the FRISK process. After employees have been notified of and given the opportunity to correct their performance, their employment may be terminated with the approval of the Charter Advisory Committee and consultation with the CJUSD Director of Personnel. These procedures are in compliance with California Charter rules and responsibilities.
 - a. With or without a Work Plan and FRISK process in place, full-time teachers who do not comply with AVCS requirements and expectations may be given at least one verbal warning followed by two written warnings and thirty (30) days notice and then terminated as employees of AVCS.

- b. With or without a Work Plan and FRISK process in place, classified employees who do not comply with AVCS requirements and expectations will be provided two weeks notice that their employment with AVCS is terminated.

Chapter 2 Special Education

AVCS is in partnership with the CJUSD Special Education Department. AVCS agrees to follow procedures outlined below and to provide the following services to and receive the following services from CJUSD to support students with disabilities who enroll in AVCS. In consideration of the mutual covenants and promises set forth in this agreement, CJUSD and AVCS agree as follows:

Section One Special Education Services Provided by AVCS

1. **Instruction:** AVCS reserves the right to configure RSP service delivery models according to needs identified on Individual Education Plans (IEPs) of the students enrolled in the school and the services will include no less than the following components.

- a. ***Students with Disabilities Instructed 1:1 and in Small Groups:*** Instruction provided by a teacher qualified to provide services to students with mild to moderate disabilities, in a consultation model or in a one to one, small group, or classroom setting at least one hour per week or more as prescribed by each student's IEP.
- b. ***Students With Disabilities Instructed with Non-disabled Peers:*** Specialized instruction designed to target achievement deficits may be provided, by a highly qualified general education teacher teamed with a teacher qualified to provide services to students with mild to moderate disabilities, to groups that include students with disabilities and non-disabled peers.
 - i. Participation in these classes would supplement but not supplant individualized consultation and small group instruction provided by an RSP teacher as described in Chapter Two Section I - 2.a

2. **Administrative Support Provided by AVCS:** AVCS will employ a principal or administrative designee who is qualified to provide administrative support to implement and/or maintain a legally compliant special education program that provides RSP services to students attending AVCS.

- a. AVCS will provide information to CJUSD Special Education Department about any student who enrolls in the AVCS program when staff has knowledge that the student may have a confidential file describing provision of special education services currently or at any time in the past.
 - i. This information will be provided via phone and email with student contact information and the last school(s) of attendance so that the staff at the CJUSD Special Education Department can request and maintain records.

Section Two Special Education Services Provided by CJUSD

1. CJUSD will calculate the per pupil encroachment fee that applies to all district students and provide this figure to AVCS annually on or before July 1 of each school year. AVCS agrees to pay to CJUSD, on July 1 of each school year, an annual per-pupil encroachment fee based on ADA at P2 the previous school year. In exchange, all DIS or other Special Education Services that are not included in the RSP model at AVCS will be provided by CJUSD to students who are enrolled at AVCS in the same manner as the services are provided to schools in the district.

2. **Low Incidence Disabilities Support:** If a student who is enrolled at AVCS qualifies for special education services as a student with a Low Incidence Disability and requires assistive devices, such supports will be obtained through CJUSD in the same manner as such devices would be obtained for students enrolled in CJUSD programs.

3. **Designated Instructional Services (DIS) Provided by CJUSD:** CJUSD will provide a qualified school staff to assess and/or provide DIS to students with disabilities who attend AVCS.

- a. **Speech Language and Hearing (SLH):** Students with an active IEP that identifies Speech Therapy or any other form of SLH will be provided, by a CJUSD Speech Therapist, a professional review of previous evaluations, progress reports, and a brief conference with the parent or guardian prior to the development of an Interim IEP as well as services deemed necessary during a 30 day trial enrollment.
 - i. **Interim Speech Services:** Based on a professional review of previous evaluations, progress reports, and a brief conference with the parent or guardian of a student identified as currently eligible for SLH services, the CJUSD Speech Therapist will recommend interim services for a period of 30 days.
 - 1. During the 30 day trial enrollment of said student, services will be provided according to the Interim IEP.
 - 2. During the 30 day trial enrollment of said student, any assessment agreed upon with a CJUSD Speech Therapist at the Interim IEP meeting shall be completed in order to determine appropriate SLH service needs, if any, that should be included on the annual IEP to be developed on or before the final day of the 30 day trial enrollment.
 - 3. It is understood that because AVCS only enrolls middle school and secondary students, and because these students are provided a personalized prescriptive learning experience, that SLH services will, in most cases, appropriately be provided via a consultation model with the RSP teacher at AVCS.
 - ii. **Annual Speech Services:** In cases where direct Speech Services are required in order for the student to benefit from instruction at AVCS, a Speech Therapist identified by CJUSD will participate in each IEP meeting in which the services are considered and will provide a recommendation as to the frequency and duration of said services, and will develop goals and objectives for the IEP related to said services.
 - 1. In these cases where direct Speech Services or assessment are required in order for the student to benefit from instruction at AVCS, CJUSD will identify qualified staff to provide these services and will stipulate the location(s) where and time(s) when the student will be present to receive the services or participate in assessment.
- b. **Psychological Services:** Students with an active IEP that identifies Psychological Services in any form will be provided services deemed necessary during a 30 day trial enrollment and a professional review of previous evaluations, progress reports, and a brief conference with the parent or guardian prior to the development of an Interim IEP.
 - i. **Interim Psychological Services:** Based on a professional review of previous evaluations, progress reports, and a brief conference with the parent or guardian of a student identified as currently eligible for

psychological or other related services (Occupational Therapy or other therapeutic interventions related to social/emotional or neurological functioning), the CJUSD School Psychologist will recommend interim services for a period of 30 days.

1. During the 30 day trial enrollment of said student, services will be provided according to the Interim IEP.
 2. During the 30 day trial enrollment of said student, any assessment agreed upon with a CJUSD School Psychologist at the Interim IEP meeting shall be completed in order to determine appropriate psychological service needs, if any, that should be included on the annual IEP to be developed on or before the final day of the 30 day trial enrollment.
- ii. **Assessment:** Students with an active IEP will be provided a complete evaluation according to legal mandated timelines in the same manner as other students with disabilities who are enrolled in CJUSD.
1. AVCS will maintain, using the Sacramento County Office of Education (SCOE) Management of Information Systems (MIS), a list of Triennial Evaluations that are due and communicate with the School Psychologist provided by CJUSD at least two months prior to the due date in order to facilitate obtaining permission to test and to schedule an IEP Meeting to review the results of the evaluation.
 2. CJUSD will identify qualified staff to provide psychological evaluation and will stipulate the location(s) where and time(s) when the student will be present to participate in assessment.
 3. The School Psychologist will participate in any IEP wherein the results of a psychological evaluation are reviewed.

Section Three Enrollment Procedures

1. **Admission Criteria:** AVCS is an independent study, site-supported program provided by credentialed teachers designed to serve students in High School (grades 9-12). Instruction is assigned by teachers and supported by parents. All students, including students with disabilities, in order to enroll as a regularly attending student capable of benefiting from a personalized learning program, will meet the following criteria:

- a. Demonstrate competency using standard assessment tools including, the ability to **read and write within two grade levels of current placement**, unless student is on an active IEP in either English or the student's native language, or other assessments tools available to the school counselor.
- b. Demonstrate, on a standard assessment, the ability to solve basic calculations using the operations of addition, subtraction, multiplication, and division **within two grade levels of current placement**, unless student is on an active IEP, or other assessments tools available to the school counselor.

2. **Students Who Have Been Recommended For Expulsion:** AVCS agrees to comply with CJUSD policies with respect to enrollment of students who have been recommended for

expulsion or who have been expelled from CJUSD or any other school district. Such students will not be considered for enrollment, except as permitted by CJUSD policy.

3. Student Enrollment Procedures: All students, including students with disabilities, who apply for trial enrollment at AVCS, will participate in an in-take process that is designed to provide students and parents and the IEP Team with an opportunity to make an informed decision about the likelihood that the program offered at the AVCS will meet the student's needs and interests.

- a. If it is reported or suspected that a student is currently receiving or has received special education services in the past, Individual Education Plan (IEP) documents will be requested from the school or district of previous attendance and will be considered along with any other relevant information at an in-take meeting.
 - i. AVCS will immediately obtain sufficient records to allow staff to evaluate student needs.
 - ii. AVCS will communicate with CJUSD Special Education Department when a student is enrolled in order to allow CJUSD to order and maintain student confidential records.
 - iii. Copies of any documents from student confidential files will be maintained at AVCS in a secure location for the duration of enrollment and returned to CJUSD Special Education Department upon student disenrollment from AVCS.
- b. If AVCS offers programs that appear to meet the needs and interests of a student with a disability and if there is a likelihood, based on data discussed in the intake meeting, that the student may benefit from the program at AVCS with the support of special education services, the IEP Team will recommend an Interim trial placement for the term of 30 days.
 - i. For students served by special education, an Interim IEP Meeting will be coordinated by the Resource Specialist and a notice will be delivered via U.S. mail to: student and parent(s), a representative of CJUSD and the Local Education Agency (LEA) from the district in which the student resides.
 1. A date for review of the Interim IEP will be scheduled not later than 30 days from the date of the Interim IEP.
 - ii. **Upon completion of a 30 day trial term of enrollment, all students, including students with disabilities, who demonstrate the ability and commitment to participate according to expectations in the program at AVCS, will complete regular enrollment paperwork.**
 1. During the trial enrollment all students, including students with disabilities, must demonstrate an ability and commitment to make use of the program at AVCS in order to apply for regular enrollment in the program.
 2. The IEP Team will review student progress on short term objectives and adjustment to the program at AVCS and make recommendations for placement and services to meet the needs of the student.

Chapter 3 Technology

In consideration of the mutual covenants and promises set forth in this agreement, CJUSD and AVCS agree as follows:

Section One Technology Services Provided by AVCS

1. AVCS agrees to hold all employees accountable to sign and adhere to the CJUSD Technology Use Agreement.
2. AVCS agrees to hold all students and families participating in school activities accountable to sign and adhere to a Technology Use Agreement modeled after the CJUSD Technology Use Agreement.
3. AVCS agrees to purchase hardware and software for the purposes of instruction and school operations and to maintain these items for the benefit of AVCS students and personnel.

Section Two Technology Services Provided by CJUSD

1. CJUSD agrees to provide technology support to AVCS including:
 - a. 100 megabit Ethernet connection to the District Office,
 - b. Internet access on a par with all CJUSD school sites,
 - c. Email accounts for each employee of AVCS,
 - d. Full Aeries, Aeries ABI, and QSS access for qualified employees,
 - e. Equal access to all technology initiatives made available to all CJUSD school sites, solely at the expense of AVCS,
 - f. Provision of all reasonable support services by CJUSD technology personnel on a par with all CJUSD school sites.

Chapter 4 Facilities

In consideration of the mutual covenants and promises set forth in this agreement, CJUSD and AVCS agree as follows:

Section One Facilities Interior Maintenance Provided by AVCS

1. AVCS agrees to fund the full cost of custodial service as determined by Center Joint Unified School District for the interior of buildings allocated to Antelope View Charter School. The interior of these buildings shall be maintained at AVCS expense to standards specified by CJUSD for CJUSD buildings.

Section Two Facilities Interior Maintenance Provided by CJUSD

1. CJUSD agrees to provide materials and to pay for workmanship to provide non-routine maintenance and repair of the permanent structural elements of the interior of the facility out of which the school operates including:

- a. Significant plumbing, electrical, heating/air conditioning, interior structural integrity problems.

Section Three Facilities Exterior Maintenance Provided by AVCS

1. AVCS agrees to fund the cost of custodial maintenance for grounds and the exterior buildings allocated to Antelope View Charter School.

- a. AVCS will fund routine janitorial maintenance and cleaning of the grounds and exterior of the facility.

Section Four Facilities Exterior Maintenance Provided by CJUSD

1. CJUSD agrees to provide materials and to pay for workmanship to provide all routine and non-routine maintenance and repair of all elements of the exterior of the facility including:

- a. Routine grounds maintenance including mowing, pruning, watering and routine maintenance of sprinkler system,
 - i. Clean-up of graffiti,
 - ii. Painting of building exterior as needed,
 - iii. Window replacement in the event a window is broken,
 - iv. Routine maintenance of security system and locks on exterior doors.

Chapter 5 Business Services

In consideration of the mutual covenants and promises set forth in this agreement, CJUSD and AVCS agree as follows:

Section One Communication and Coordination

1. **Single Staff Contact:** CJUSD agrees to provide a single staff contact to coordinate business services between CJUSD and AVCS.

2. **Site Visitation:** CJUSD agrees to send a representative to visit the AVCS site to ensure compliance.

3. **Mediating Disputes:** CJUSD agrees to participate in resolution of all disputes pursuant to policies and processes developed by the Center Joint Unified School District, as referenced in the Center Unified School District Complaint Concerning District Employee(s) BP/AR 1312.1.

Section Two. Financial Oversight and Collaboration

1. **Financial Oversight Provided by CJUSD:**

- a. CJUSD agrees to provide financial oversight, including payroll services.

- b. CJUSD will make AVCS aware of fiscal timetables and reporting deadlines in writing by August 1st of each school year: Ex. end of month, P1, P2, P3.
- c. CJUSD will serve as the fiscal agent for AVCS and will conduct all financial audits consistent with state accounting practices.
 - i. The reports will be available for review by the public.
 - ii. No later than December 31 of each calendar year, which is the deadline established by the state of California, all audit exceptions and/or deficiencies will be reserved to the satisfaction of the Board of Trustees.
 - iii. Any disputes regarding the resolution of audit exceptions will be addressed by Center Joint Unified School District.

2. *Dispute Resolution:*

- a. AVCS is considered a district school and is subject to all board policies unless specifically waived by the Center Joint Unified School District Board of Trustees.
- b. Dispute between AVCS and Center Joint Unified School District Board of Trustees will be resolved in consultation with AVCS Charter Advisory Committee, with final authority resting with the Center Joint Unified School District Board of Trustees.
 - i. Amendments to the Memorandum of Understanding will be made through the AVCS Charter Advisory Committee as defined in the Charter and approved by the Board of Trustees for CJUSD.

3. *Charter Revocation:*

- a. CJUSD may revoke the AVCS Charter under the following conditions:
 - i. Failure to meet acceptable standards of fiscal management,
 - ii. Failure to make progress toward pupil outcomes outlined in the Charter,
 - iii. Committing a violation of the conditions, standards, or procedures outlined in this Memorandum of Understanding or the Charter approved by CJUSD Board of Trustees.
- b. In the event the Board of Trustees of the Center Joint Unified School District determines AVCS to have engaged in fiscal mismanagement or violated any provision of law, the Board of Trustees in consultation with the AVCS Charter Advisory Committee, may at its sole discretion, and with 90 days written notification terminate this agreement and revoke the AVCS Charter. However, if the alleged violation presents an immediate threat to health or safety, the Center Joint Unified School District Board of Trustees may act immediately.

4. *Financial Oversight Facilitated by AVCS:*

- a. AVCS will provide all financial statements required by CJUSD.
- b. AVCS will utilize QSS software along with timetables established by CJUSD to remain in compliance with all required deadlines in fiscal matters. AVCS agrees to provide Center Joint Unified School District with access to its QSS software and to provide Center Joint Unified School District with any and all necessary passwords and/or access codes to do so.
- c. AVCS will utilize the same audit firm chosen by CJUSD in order to maintain continuity within the district. Furthermore, AVCS will be billed for a portion of the audit prepared by the external auditors. The formula for this billing is based on the total cost of the audit divided by the total number of students in the

district times the total number of students enrolled at AVCS averaged across PI, P2, and P3.

5. Fiscal Agreements:

- a. AVCS commits the following financial obligations to CJUSD in accordance with the California Education Code sections describing charter schools and agreement between the two entities.
 - i. 3% indirect district oversight of overall actual revenues of AVCS per the law for substantially rent-free facilities (to be adjusted by law) including:
 - 1. Insurance (Schools Insurance Group) excluding additional insurance outlined in the health and safety section of this Memorandum of Understanding
 - 2. Special Education Local Planning oversight and support as defined in Chapter Two of this Memorandum of Understanding,
 - 3. District technology and facility support, as defined in Chapter Three and Four of this Memorandum of Understanding,
 - ii. Direct Costs including:
 - 1. Utilities,
 - 2. Business office and personnel department (salary + benefits) / (P2 Total District-Wide ADA) X (P2 Total Charter ADA)
 - 3. Custodial services,
 - 4. Compensation to CJUSD for AVCS students taking courses, using facilities, and participating in activities in CJUSD (per student cost). Total Certificated Costs / Total CHS Students (CBEDS) / 5 sections.
 - 5. Fingerprinting and drug testing for new employee applicants through the Personnel Office.
- b. Center Joint Unified School District shall retain 100% of the AVCS special education funding based upon the total annual ADA of the AVCS to cover the cost of special education services provided by the Center Joint Unified School District. In addition Center Joint Unified School District is authorized to deduct from AVCS revenues a special education general fund encroachment fee for each pupil enrolled at AVCS. General fund encroachment fees shall be computed by dividing Center Joint Unified School District's total special education general fund encroachment in the preceding fiscal year by the total district ADA for the preceding fiscal year multiplied by the AVCS total ADA in the preceding fiscal year (and reference Chapter 2 - Section Two, #1).
- c. CJUSD will provide AVCS with all charter information and monies with respect to the fiscal support of AVCS including but not limited to:
 - i. Block grant funding for charter schools.
 - ii. Categorical funding for charter schools.
- d. AVCS will provide CJUSD with all information pertinent to its responsibility for fiscal and oversight activities upon receipt of the information.
- e. CJUSD agrees to sponsor AVCS insurance needs.
 - i. It is the responsibility of CJUSD to examine the liability of the Personalized Learning Program at AVCS to determine if additional

coverage is required, then any new policies or additional costs will be the fiscal responsibility of AVCS.

6. Indemnification:

- a. AVCS agrees to indemnify, defend, and hold harmless CJUSD, its board of trustees, officers, agents, and employees from and against all claims, demands, damages, costs, and expenses of whatever nature including court costs and attorney fees arising out of or resulting from active negligence of AVCS, its advisory board, officers, agents, and employees.
- b. CJUSD agrees to indemnify, defend, and hold harmless AVCS, its charter board, officers, agents, and employees from and against all claims, demands, damages, costs, and expenses of whatever nature including court costs and attorney fees arising out of or resulting from the active negligence of CJUSD, its board of trustees, officers, agents, and employees.
- c. It is understood that such indemnity shall survive the termination of this Agreement.

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:	October 15, 2014	# Attached Pages <u> </u>
From:	Scott A. Loehr, Superintendent	
Principal/Administrator Initials: <u> </u>		

<p>SUBJECT: Renewal of the Memorandum of Understanding Between Global Youth Charter School and Center Joint Unified School District</p> <p>This is a renewal of the MOU for Global Youth Charter School, which would remain in effect until June 30, 2016.</p> <p>RECOMMENDATION: the Center Joint Unified School District Board of Trustees approved the Renewal of the Memorandum of Understanding Between Global Youth Charter School and Center Joint Unified School District.</p>
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**Memorandum of Understanding Between
Global Youth Charter School (GYCS)
And
Center Joint Unified School District (CJUSD)**

AGREEMENT DURATION

This agreement will begin on October 15, 2014 and remain in effect until June 30, 2016 in concurrence with the charter document approved by Center Joint Unified School District Board of Trustees. The original charter was approved on February 18, 2004.

STATE ACCOUNTING PRACTICES

Center Joint Unified School District will serve as the fiscal agent for Global Youth Charter School and will conduct all financial audits consistent with state accounting practices. The reports will also be available for review by the public. No later than December 31 of each calendar year, all audit exceptions and/or deficiencies will be reserved to the satisfaction of the Board of Trustees and the District. Any disputes regarding the resolution of audit exceptions will be referred to the dispute resolution process found in the chart contained in this MOU. Dispute between the Charter School and Governing Board will be resolved through a collaborative effort facilitated by the CJUSD Superintendent and CJUSD District Administration.

FINANCIAL STATEMENTS

Global Youth Charter School will provide all financial statements required by Center Joint Unified School District. Global Youth Charter School will utilize QSS along with timetables established by Center Joint Unified School District to remain in compliance with all required deadlines in fiscal matters. Center Joint Unified School District will make Global Youth Charter School aware of all due dates (end of month, P1, P2, and P3) by August 1 of each school year.

AUDITS

Global Youth Charter School will utilize the same audit firm chosen by Center Joint Unified School District in order to maintain continuity within the district. Furthermore, Global Youth Charter School will be billed for a portion of the audit prepared by the external auditors. The formula for this billing is based on (total cost of the audit) / (total number of students in district) X (total number of students at Global Youth Charter School).

HEALTH AND SAFETY CRITERIA

Global Youth Charter School remains under the insurance of Center Joint Unified School District. It is the responsibility of Center Joint Unified School District to examine the liability of open campus lunch, community service and coursework at American River College to determine if additional insurance coverage should be maintained. If it is deemed that additional insurance coverage is required, then any new policies or additional costs will be the fiscal responsibility of Global Youth Charter School.

EDUCATION CODE

Global Youth Charter School, in compliance with the state of California, follows and adheres to all sections of the Education Codes that are applicable to charter schools.

BOUNDARIES

The eligible boundaries for Global Youth Charter School to service include Sacramento and the adjacent counties; Yolo, Placer, Amador, San Joaquin, Solano, El Dorado and Contra Costa.

ENROLLMENT CRITERIA

Racial and Ethnic Balance at Global Youth Charter School

Center Joint Unified School District will include students from a wide geographical area including the contiguous countries bordering Sacramento County. This large geographic region will include all ethnic and racial groups and will help ensure participation by all members of society. Enrollment will be monitored and reported to the Governing Board each year upon the publication of the API by the California Department of Education. If particular ethnic groups are not participating in the school, then the staff will develop recruitment strategies to achieve a balanced representation.

Admissions Requirements at Global Youth Charter School

Admission to Global Youth Charter School will be open to all students regardless of ethnicity, national origin, gender, and disability or achievement level. Prior to enrollment, parents and students will sign a contract indicating understanding of Global Youth Charter School philosophy and program requirements. Continued enrollment will depend on progress toward graduation and fulfilling the terms of the contract as specified at the time of enrollment by the parent and student.

Special Education

Student referral, identification and assessment for Special Education will follow federal and state statutes.

All special education students attending Global Youth Charter School must have an IEP recommending consultation services through Global Youth Charter School as the appropriate placement. Special Education services will be provided on a consultation

basis only. If the IEP team (parent, teacher, specialist, dean) determines that Global Youth Charter School is not the most appropriate placement, the student will be referred to his/her district of residence for educational services. Students who reside outside the Center Joint Unified School District boundaries who withdraw from Global Youth Charter School will return to their district of residence for special education services. Global Youth Charter School will provide at its own expense the following special education services; speech and language and IEP meetings. Services above and beyond speech and language and IEP meetings will be managed by the CJUSD SELPA.

Public School Attendance for Students Not Attending this Charter School

Enrollment at Global Youth Charter School remains strictly voluntary. Student will continue to have the options of attending their home school in the district of residence.

SERVICES PROVIDED BY GLOBAL YOUTH CHARTER SCHOOL

Global Youth Charter School offers 7-12 coursework to its students. In accordance with the charter approved by the CJUSD Board of Trustees, and future plans for the school, Global Youth Charter School reserves the right to potentially become a combination of a site based school and an independent study school.

STAFFING AND COLLECTIVE BARGAINING ISSUES

Global Youth Charter School will contract with Center Joint Unified School District for all administrative and general support services as needed. The Charter School will work jointly with Center Joint Unified School District to develop appropriate personnel policies and procedures that will govern the terms and conditions of employment for all personnel employed within the charter.

All persons other than CJUSD employees who are employed by Global Youth Charter School ("Charter School Employees") shall not be deemed to be employees of the District for any purpose whatsoever. Charter school employees are employed "at will" and either the charter school or the charter school employee may terminate the employment at any time, with or without cause and with or without prior notice. Charter school employees shall have no employment rights of any kind with CJUSD. Charter school employees will receive STRS or PERS contribution from the school.

Exclusive Public School Employer

Global Youth Charter School shall be deemed the exclusive public school employer of Charter School employees for the purposes of the Educational Employment Relations Act (Gov. Code 3540, et seq.). The rights of Charter School employees shall be as specified in this Charter, except as those rights may be modified by any applicable collective bargaining agreement with a recognized exclusive bargaining representative for Charter School employees.

Education Code Section 44237 shall be followed to ensure the safety of employees and students. This would include the requirement that each employee of the school furnish the district with a criminal records summary as described in the above code. Also, employees of Center Joint Unified School District will be required to have a current TB screening. All immunization and health related issues for both employees and students in Global Youth Charter School will be addressed in accordance with existing Board policies, state mandates and applicable laws. Center Joint Unified School District Assistant Superintendent of Business and Personnel will determine liability issues.

DISPUTE RESOLUTION

Dispute between the Charter School and Governing Board will be resolved through a collaborative effort facilitated by the CJUSD Superintendent and CJUSD District Administration. Amendments to the MOU will be made through the Advisory Board and approved by the Governing Board (See GYCS charter document for the construct of the GYCS Advisory Board).

This charter school is considered a district school and is subject to all board policies unless specifically waived by the Governing Board.

The Center Joint Unified School District may revoke this charter under the following conditions:

1. Failure to meet acceptable standards of fiscal management.
2. Failure to make progress toward pupil outcomes outlined in this charter petition.
3. Committing a violation of the conditions, standards or procedures outlined in this MOU petition or the charter document already approved by Center Joint Unified School District Board of Trustees.

If either party is found unlawfully negligent of any statute in the State of California by way of misappropriation of funds, education code or any other malfeasance, then this agreement is terminated.

FACILITIES

Center Joint Unified School District keeps a favorable option towards Global Youth Charter School when facilities not used for educational purposes become available within the district.

FISCAL AGREEMENTS

Global Youth Charter School commits the following financial obligations to Center Joint Unified School District in accordance with the California Education Code sections regarding charter schools and agreement between the two entities.

1. 3% indirect district oversight of overall actual revenues of Global Youth Charter School per the law for rent free facilities (to be adjusted by law)

- a. Insurance (Schools Insurance Group) {excluding additional insurance outlined in the health and safety section of this agreement}
 - b. SELPA
 - c. Legal oversight
 - d. District maintenance and technology support
 - e. Any other indirect services provided to the schools within CJUSD
2. Direct Costs
- a. Utilities
 - b. Business office and personnel department
(salary + benefits) / (P2 District wide ADA) X (P2 total charter ADA)
 - c. Custodial Services
 - d. Compensation to Center Joint Unified School District for Global Youth Charter School students taking courses, using facilities and participating in activities in Center Joint Unified School District (per student cost)
Total certificated costs / total Center High School students (CBEDS) / 8 sections
 - e. Fingerprinting and drug testing for new teacher applicants through the personnel office
3. Financial Accountability
- a. Center Joint Unified School District will provide Global Youth Charter School with all charter information and monies regarding fiscal support of the Global Youth Charter School program including but not limited to:
 - 1. block grant funding for charter schools
 - 2. categorical funding for charter schools
 - b. Global Youth Charter School will provide Center Joint Unified School District with all charter information pertinent to fiscal and oversight activities that are the responsibility of Center Joint Unified School District upon receipt of information.

AMENDMENTS

Amendments to the MOU may be made with a mutual written agreement from participating parties and approved by the Board of Trustees for Center Joint Unified School District.

INDEMNIFICATION

Global Youth Charter School agrees to indemnify, defend and hold harmless Center Joint Unified School District, its board of trustees, officers, agents, and employees from and against all claims, demands, damages, costs and expenses of whatever nature including court costs and attorney fees arising out of or resulting from active negligence of Global Youth Charter School, its advisory board, officers, agents, and employees.

Center Joint Unified School District agrees to indemnify, defend and hold harmless Global Youth Charter School, its advisory board, officers, agents, and employees from and against all claims, demands, damages, costs and expenses of whatever nature including court costs and attorney fees arising out of or resulting from the active negligence of CJUSD, its board of trustees, officers, agents, and employees.

It is understood and agreed that such indemnity shall survive the termination of the Agreement.

This Memorandum of Understanding will terminate if the charter for Global Youth Charter School is revoked or expires.

Signed,

Jeremy Hunt, CJUSD Board of Trustees

Date

Scott A. Loehr, Superintendent, CJUSD

Date

Doug Hughey, Principal, Global Youth Charter School

Date