

# **CENTER JOINT UNIFIED SCHOOL DISTRICT**

[www.centerusd.org](http://www.centerusd.org)

## **Local Control Accountability Plan Goals:**

1. CJUSD Students will be challenged and supported to achieve academic success in a clean, safe environment
2. CJUSD students will be College and Career ready
3. CJUSD students and families will be engaged and informed regarding the educational process and opportunities

## **BOARD OF TRUSTEES REGULAR MEETING**

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

**Wednesday, August 19, 2015 - 6:00 p.m.**

## **STATUS**

- I. **CALL TO ORDER & ROLL CALL - 5:00 p.m.**
- II. **ANNOUNCEMENT OF ITEMS TO BE DISCUSSED IN CLOSED SESSION**
  1. Conference with Labor Negotiator, David Grimes, Re: CSEA and CUTA (G.C. §54957.6)
  2. Student Expulsions/Readmissions (G.C. §54962)
  3. Public Employee Performance Evaluation (Certificated) - Superintendent (G.C. §54957)
- III. **PUBLIC COMMENTS REGARDING ITEMS TO BE DISCUSSED IN CLOSED SESSION**
- IV. **CLOSED SESSION - 5:00 p.m.**
- V. **OPEN SESSION - CALL TO ORDER - 6:00 p.m.**
- VI. **FLAG SALUTE**
- VII. **ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION** Info/Action
- VIII. **ADOPTION OF AGENDA** Action
- IX. **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 scheduled meeting, can be viewed at Center Joint Unified School District, Superintendent's Office, located at 8408 Watt Avenue, Antelope, CA. For more information please call 916-338-6409.

<b>X. REPORTS/PRESENTATIONS (8 minutes each)</b>		Info
Student Services	1. <b>Williams Uniform Complaint Quarterly Reporting - David Grimes</b>	
Business	2. <b>Budget Update for Fiscal Year 2015/16 - Jeanne Bess</b>	
<b>XI. COMMENTS FROM THE AUDIENCE REGARDING ITEMS NOT ON THE AGENDA</b>		Public Comments Invited
<i>Anyone may address the Board regarding any item that is within the Board's subject matter jurisdiction. However, the Board <u>may not</u> discuss or take action on any item which is not on this agenda except as authorized by Government Code Section 54954.2. 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>		
<b>XII. BOARD / SUPERINTENDENT REPORTS (10 minutes)</b>		Info
<b>XIII. CONSENT AGENDA (5 minutes)</b>		Action
<i>NOTE: The Board will be asked to approve all of the following items by a single vote, unless any member of the Board asks that an item be removed from the consent agenda and considered and discussed separately.</i>		
Governance	1. Approve Adoption of Minutes from June 3, 2015 Special Meeting	
↓	2. Approve Adoption of Minutes from June 10, 2015 Regular Meeting	
↓	3. Approve 2015-2016 Rate Increase for Legal Services - Girard & Edwards, Attorneys at Law	
Personnel	4. Approve Classified Personnel Transactions	
↓	5. Approve Certificated Personnel Transactions	
↓	6. Approve 2015/2016 Salary Schedules	
Special Ed	7. Ratify 2014/2015 Master Contracts: Point Quest Education	
↓	8. Ratify 2014/2015 Individual Service Agreements: 2014/15-261 CTEC 2014/15-262-264 Easter Seals	
↓	9. Ratify 2015/2016 Master Contracts: Aldar Academy C.C.H.A.T. Center (Children's Choice for Hearing and Talking) Guiding Hands School Placer Learning Center Point Quest Education Capitol Academy Easter Seal Society of CA American River Speech Bright Futures Therapy Med Trans	
↓	10. Ratify 2015/2016 Individual Service Agreements: 2015/16-1-2 Aldar Academy 2015/16-3-50, 171-173 American River Speech 2015/16-51-146, 170 Bright Futures Therapy 2015/16-147, 166-169 C.C.H.A.T. Center 2015/16-148-150 Capitol Academy 2015/16-151-158 Easter Seal Society of CA 2015/16-159-160 Guiding Hands School 2015/16-161 Med Trans 2015/16-162-164 Placer Learning Center 2015/16-165 Point Quest Education	
↓	11. Ratify Professional Service Agreement: Amy Roenspie, BCBA	
Student Services	12. Approve Center JUSD Employees Certified for Expulsion Hearings	
↓	13. Approve 2015/2016 Contract with Dr. Robert A. Hoffman O.D. MCT Vision Screening	
Curr & Instr	14. Approve 2015-16 Consolidated Application	



- ↓ 15. Approve Professional Service Agreement: Eaton Interpreting Services, Inc.
- ↓ 16. Approve Professional Service Agreement: Carmazzi Global Solutions
- ↓ 17. Approve 2015/2016 SCOE Integrated and Designated ELD/Center JUSD
- ↓ 18. Approve CJUSD Voting Designees for the Capital Adult Education Regional Consortium
- Facilities & Op. 19. Approve Donation of Desktop Computers
- ↓ 20. Approve Service Pool for Design/Build Contractors for Energy Conservation Projects
- Business 21. Approve Payroll Orders: July 2014 - June 2015
- ↓ 22. Approve Payroll Orders: July 2015
- ↓ 23. Approve Supplemental Agenda (Vendor Warrants): June 2015
- ↓ 24. Approve Supplemental Agenda (Vendor Warrants): July 2015

#### **XIV. BUSINESS ITEMS**

- Governance **A. CSBA Nomination for Directors-at-Large** Action  
Nominations for CSBA Director-at-Large, African American and American Indian, are currently being accepted until Friday, October 2, 2015. Nominations must be made by a CSBA member board and the nominee must be a board member from a CSBA member district.
- ↓ **B. Local Control and Accountability Plan (LCAP)** Action  
In consultation with SCOE, we made a few minor changes to the document. No funds or goals were changed with these revisions.
- Business **C. Resolution #1/2015-16: Contract Agreement for California Employers' Retiree Benefit Trust Program** Action  
The resolution presented authorizes the District to join the California Employers' Retiree Benefit Trust Program ("CERBT")
- ↓ **D. Resolution #2/2015-16: Delegation of Authority to Request Disbursements** Action  
This resolution authorizes the Superintendent and Director of Fiscal Services to act on behalf of the District when requesting disbursements from the Other Post Employment Prefunding Plan and to certify as to the purpose for which the disbursed funds will be used.

#### **XV. ADVANCE PLANNING**

Info

- a. *Future Meeting Dates:*
  - i. *Regular Meeting: Wednesday, September 16, 2015 @ 6:00 p.m. - District Board Room - Room 503, located at Riles Middle School, 4747 PFE Road, Roseville, CA 95747*
- b. *Suggested Agenda Items:*

#### **XVI. CONTINUATION OF CLOSED SESSION (Item IV)**

Action

#### **XVII. ADJOURNMENT**

Action

#### **CJUSD Mission:**

*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.*

## Center Joint Unified School District

**AGENDA REQUEST FOR:**

Dept./Site: Student Services

Date: August 19, 2015

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-**

**April – June 2015**

<b>Areas of Complaints</b>	<b># of Complaints</b>	<b># Resolved</b>	<b># Unresolved</b>
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**

Paula Robinson <probinson@centerusd.org>

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## Fwd: Williams UCP Report Submission

1 message

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**David Grimes** <davidgrimes@centerusd.org>  
To: Paula Robinson <probinson@centerusd.org>

Mon, Jul 20, 2015 at 3:08 PM

——— Forwarded message ———

From: <support@scoe.net>  
Date: Mon, Jul 20, 2015 at 3:08 PM  
Subject: Williams UCP Report Submission  
To: davidgrimes@centerusd.org

\*\*\* COPY OF YOUR SUBMISSION \*\*\*

The following Williams UCP Quarterly Report information has been submitted. The form was submitted on 07/20/15. Questions about this report should be directed to Cyndi Kroeck: (916) 228-2672 or ckroeck@scoe.net.

NAME: David Grimes

TITLE: Director of Personnel and Student Services

PHONE: (916) 338-6413

EMAIL: davidgrimes@centerusd.org

DISTRICT: Center Unified School District

YEAR: 2014

QUARTER: Quarter 4 (April-June)

TEXTBOOKS\_NUM\_COMPLAINTS: 0

TEXTBOOKS\_NUM\_RESOLVED: 0

TEXTBOOKS\_NUM\_UNRESOLVED: 0

FACILITIES\_NUM\_COMPLAINTS: 0

FACILITIES\_NUM\_RESOLVED: 0

FACILITIES\_NUM\_UNRESOLVED: 0

TEACHERS\_NUM\_COMPLAINTS: 0

TEACHERS\_NUM\_RESOLVED: 0

TEACHERS\_NUM\_UNRESOLVED: 0

CAHSEE\_NUM\_COMPLAINTS: 0

CAHSEE\_NUM\_RESOLVED: 0

CAHSEE\_NUM\_UNRESOLVED: 0

INCLUDES\_ALL\_SITES: Yes

RESOLUTION\_DESCRIPTION: n/a

Sender: 206.15.252.30 Mozilla/5.0 (Windows NT 6.1; WOW64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/43.0.2357.132 Safari/537.36

## Center Joint Unified School District

**AGENDA REQUEST FOR:**

**Dept/Site:** Business Department

**Date:** 08/19/15

**Action Item**

**To:** Board of Trustees

**Information Item** X

**From:** Jeanne Bess *JB*  
Director of Fiscal Services

**# Attached Page**


**SUBJECT:**

**Budget Update  
For Fiscal Year 2015/16**

**Jeanne Bess, Director of Fiscal Services is presenting  
an update to the Board's adoption of the 2015/16 Budget  
as a result of the States final budget adoption.**

## Center Joint Unified School District

To: Board of Trustees  
Mr. Scott Loehr, Superintendent

From: Jeanne Bess, Director of Fiscal Services 

Date: August 19, 2015

Subject: 2015/16 Budget Availability Due to Adoption of State Budget

At the time the Board adopted the District budget for 2015/16, the State had not yet adopted its budget. Since the State has now passed and the Governor has signed the State budget, our funding levels are more stable for the 2015/16 year. As a result, this memo will indicate the changes in funding that can be implemented for the 2015/16 fiscal year.

### Revenues

**LCFF projections** begin with the calculator provided by Fiscal Crisis & Management Assistance Team (FCMAT). The base allocation represents the level of funding we would have received had we been fully funded since 2007/08 adjusted for COLA. The difference between our base allocation and what we actually received is our funding gap.

The passage of the State budget determines the amount of funding the district will receive in a given year to close that gap. For fiscal year 2015/16, the Governor has proposed and our budget built upon his January release gap closure of 32.19%. The final gap closure is 51.52% for 2015/16. Additional funds are, therefore, available to fund staffing additions for the school year. A portion of that money was generated by a group of targeted students who are identified as foster youth, English learners, and low income. At budget adoption, the higher projected revenue estimates were used. Therefore, no additional increase in funds need to be set aside to meet the District's LCAP (Local Control Accountability Plan).

**EPA (Educational Protection Account)** is required to be set aside for other than Administration or District office expenses. The 23% of total

State allocation amounts to \$5,162,065 and will be used to pay teacher salaries at the high school.

**Federal revenues** remain unchanged from budget adoption.

**State revenues** that fall outside the LCFF remain unchanged

**Local revenues** remain unchanged.

**Contributions** to encroaching programs remain unchanged.

The out years in the projections uses use the Department of Finances' projections. The proposed amount for 2016/17 and 2017/18 is 37.4% and 36.74% respectively.

### **Expenses**

**Salaries** – additional staff was added for site needs and CSR goals of 24:1. Both certificated and classified positions were increased.

**Employee benefits** were adjusted to account for salary additions. The taxes were built with the following rates: STRS (10.73%), PERS (11.847%), mandatory Medicare (1.45%), OASDI (6.2%), State Unemployment Insurance (0.05%), and worker's compensation (1.495%). Health & welfare costs are calculated individually.

**Books & supplies** budgets were not adjusted.

**Services** increased to accommodate the start of funding the retirement trust.

There are no planned expenses for **capital outlay**.

**Other outgo** was not adjusted.

**To Summarize** – The update has been compiled using the LCFF and the State's adopted budget. Fiscal year 2015/16 is setting up to be a great year for education but we must proceed cautiously as future closure of our funding gap is not guaranteed by State statute. It must be allocated on an annual basis. This leaves open the possibility for another downward trend in school funding.

## **Other Funds**

### **Fund 09 – Charter Schools Fund**

Center Joint Unified School District is the sponsoring authority for one charter school in the District. Global Youth (GY) is a seat based school.

Antelope View Charter School has surrendered their charter as of June 30, 2015. No budget has been established for the 2015/16 fiscal year. Settlement with the State on outstanding obligations with the remaining fund balance after the books are closed on the 2014/15 fiscal year.

Global Youth will see an increase in funding similar to the District providing their ADA meets or exceeds the 75 ADA used to build the adopted budget. With the school year just begun, the numbers will be reevaluated at First Interim. Failure to reach or maintain the 75 ADA will result in budget reductions.

**Fund 11 – Adult Education; Fund 12 – Child Development; Fund 13 – Nutrition Services; Fund 14 – Deferred Maintenance; Fund 17 – Special Reserve; Fund 21 – Building/Bond Fund and Fund 25 – Developer Fee Fund** are not affected by any changes as a result of the State's budget adoption.



Center Joint Unified School District  
Post State Adoption  
45 Day Update of Budget

		Adopted Budget			Adjustments Due To State's Adopted Budget		
	Objects	15/16 Budget	16/17 Projection	17/18 Projection	15/16 Budget	16/17 Projection	17/18 Projection
LCFF/RLSources							
State Aid	8011	23,932,920.00	26,209,210.00	27,936,717.00	25,398,191.00	26,928,639.00	28,224,854.00
EPA	8012	5,167,387.00	4,884,744.00	4,618,440.00	5,162,065.00	4,879,654.00	4,613,582.00
Taxes Net of In Lieu	8021-8089	4,955,769.00	4,964,752.00	4,963,922.00	5,172,069.00	5,170,137.00	5,169,696.00
Federal Revenues	8100-8299	-	-	-	-	-	-
Other State Revenues	8300-8599	720,240.00	720,240.00	720,240.00	720,240.00	720,240.00	720,240.00
Other Local Revenues	8600-8799	122,500.00	122,500.00	122,500.00	122,500.00	122,500.00	122,500.00
Other Financing Sources	8900-8999	-	-	-	-	-	-
Transfers In	8900-8929	-	-	-	-	-	-
Other Sources	8930-8979	-	-	-	-	-	-
Contributions	8980-8999	(5,567,978.00)	(5,872,755.00)	(6,274,771.00)	(5,567,978.00)	(5,872,755.00)	(6,274,771.00)
Total		29,330,838.00	31,018,691.00	32,077,048.00	31,007,087.00	31,948,415.00	32,576,101.00
Certificated Salaries							
Base Salaries			14,930,693.00	15,382,015.00		15,315,693.00	15,767,015.00
Step & Column			271,322.00	271,322.00		271,322.00	271,322.00
COLA			-	-		-	-
Other Adjustments			180,000.00	180,000.00		180,000.00	180,000.00
Total Cert Salaries	1000-1999	14,930,693.00	16,382,015.00	15,833,337.00	15,315,693.00	15,767,015.00	16,218,337.00
Classified Salaries							
Base Salaries			3,963,450.00	3,998,155.00		4,115,116.00	4,149,821.00
Step & Column			34,705.00	34,705.00		34,705.00	34,705.00
COLA			-	-		-	-
Other Adjustments			-	-		-	-
Total Classified Salaries	2000-2999	3,963,450.00	3,998,155.00	4,032,860.00	4,115,116.00	4,149,821.00	4,184,526.00
Employee Benefits	3000-3999	5,756,824.55	6,219,760.00	6,798,715.00	5,840,158.55	6,303,094.00	6,882,049.00
Books & Supplies	4000-4999	896,700.00	896,700.00	896,700.00	896,700.00	896,700.00	896,700.00
Services & Other Op Expenses	5000-5999	3,300,884.00	3,300,884.00	3,300,884.00	3,550,884.00	3,500,884.00	3,600,884.00
Capital Outlay	6000-6999	-	-	-	-	-	-
Other Outgo	7100-7299,7400-7499	10,050.00	10,050.00	10,050.00	10,050.00	10,050.00	10,050.00
Indirect Costs	7300-7399	(95,449.00)	(95,449.00)	(95,449.00)	(95,449.00)	(95,449.00)	(95,449.00)
Other Financialng Uses	7600-7699	281,978.00	281,978.00	281,978.00	281,978.00	281,978.00	281,978.00
Other Adjustments		-	-	-	-	-	-
Total		29,045,130.55	29,994,093.00	31,059,075.00	29,915,130.55	30,814,093.00	31,979,075.00
Net Increase (Decrease) in Fund Balance		285,707.45	1,024,598.00	1,017,973.00	1,091,956.45	1,134,322.00	597,026.00
Net Beginning Fund Balance		1,295,776.74	1,581,483.19	2,606,081.19	1,295,775.74	2,387,732.19	3,522,054.19
Ending Fund Balance		1,581,483.19	2,606,081.19	3,624,064.19	2,387,732.19	3,522,054.19	4,119,080.19
Components of Ending Fund Balance							
Nonspendable	9710-9719	93,101.45	92,848.54	82,848.54	93,101.45	92,848.54	82,848.54
Committed Stabilization	9750	-	-	-	-	-	-
Other Commitments	9760	-	-	-	-	-	-
Assigned	9780	-	-	-	-	-	-
Unassigned/Unappropriated							
Economic Uncertainties	9789	1,202,455.00	1,242,450.00	1,286,450.00	1,202,455.00	1,242,450.00	1,286,450.00
Unassigned/Unappropriated	9790	285,926.74	1,270,782.65	2,264,766.65	1,092,175.74	2,186,755.65	2,749,781.65
Total Components of EFB		1,581,483.19	2,606,081.19	3,624,064.19	2,387,732.19	3,522,054.19	4,119,080.19

## *Center Joint Unified School District*

Dept./Site: Superintendent's Office  
To: Board of Trustees  
Date: August 19, 2015  
From: Scott A. Loehr, Superintendent  
Principal's Initials: \_\_\_\_\_

**AGENDA REQUEST FOR:**

Action Item     X    

Information Item           

#Attached Pages           

**SUBJECT: Adoption of Minutes**

**The minutes from the following meeting are being presented:**

June 3, 2015 Special Meeting

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

**CONSENT AGENDA**

# **CENTER JOINT UNIFIED SCHOOL DISTRICT**

## **BOARD OF TRUSTEES SPECIAL MEETING**

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

**Wednesday, June 3, 2015**

### **M I N U T E S**

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

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

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

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

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

**OPEN SESSION - CALL TO ORDER – 6:05 p.m.**

**FLAG SALUTE** – led by Kelly Kelley

**ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION** – the Board met in Closed Session and no action was taken.

**ADOPTION OF AGENDA** - There was a motion to approve the adoption of the as presented.

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

#### **COMMENTS FROM THE AUDIENCE REGARDING ITEMS ON THE AGENDA –**

##### **LOCAL CONTROL ACCOUNTABILITY PLAN (LCAP) & PROPOSED BUDGET PUBLIC HEARING**

– The purpose of this meeting was to set aside time to provide information to the public and to receive public comment and in put on the district's LCAP and spending plans for the upcoming year. The hearing was opened at 6:07 p.m. and closed at 6:31 p.m. Comments from the public are listed below.

Jenny Clark, district employee, noted that for the last 15 years she has been an ELD aide. At one time there was a teacher with her, but because of budget constraints the ELD teachers at each site were pulled. Ms. Clark noted that when the budget is prepared we see if there could be money put the LCAP for funding a teacher at each site. It isn't always possible for the children to receive the services that they should be receiving. Trustee Kelley asked if she is with them in a mainstream classroom? Jenny noted that it is just her and the students. She prepares a lesson plan as well. Mr. Loehr noted that the EL Coordinator is suppose to be doing the lesson plan and they are looking at a push-in model. Ms. Clark noted that there is not enough room in the classrooms to come in and work with the students; what she is doing now works well. Trustee Kelley noted that the person will not always be there but the position should be and what is best for the position should be what is decided. Mr. Loehr noted that he will talk to Mr. Jackson and this position and all of the other EL aide positions are in the classrooms servicing students next year. Mr. Loehr noted that on page 3 of the LCAP it talks about increasing the elementary level staffing for certificated which typically would address this situation. Again he noted that they will rectify the 2 issues; she will no longer be doing lesson plans and she will be going to the classrooms to work with the students.

Trustee Kelley asked if anyone else had any other comments regarding this item. Mr. Loehr noted that with these plans they went from 4 goals to 3 goals (streamlined 1 goals in with another ), there is an EL focus, administrative support at the elementary and district level, more supports are in the plan for interventions, and ways to increase engagement of our parents. It is going in the right direction.

Jeanne Bess, Director of Fiscal Services, noted that the proposed budget is just like she's done every year. This document is based on a combination of the January and the May Revise released from the governor primarily because the January release said that we would be getting a 32.18% gap closure; the May Revise raises that to 53.08%, which is a significant change dollar wise. That has not passed the legislature yet so she would much rather come to the board saying that we know we are getting 32%. She noted that she is pretty sure we are going to get the 53% but would much rather build the document based on the 32% and then come to the board in August after the state has adopted their budget and tell them that there are additional fund to add to the budget and ask for input and direction as to how we would budget them. Mr. Loehr noted that if that money comes in we could use that for things we have listed for year 2 and go ahead and be able to bring them in earlier. Ms. Bess then discussed the EPA (Educational Protection Account). That is the block on money which is 23% of our apportionment that has to be set aside and accounted for separately and can not be spent on administrative costs. She has built into the budget and that specific pot, the teaching salaries at the high school and McClellan. It has no bearing on their jobs; it is our way to prove that we did not spend that money on administrative costs. Our multi-year projects are pretty much built on that 32% with the out years having a slightly large gap closure. She noted that cash flow is still important. Deferrals are disappearing and we will see cash flowing in on a regular basis. She does not plan on any short term borrowing that will be necessary, but what we will do is if we have a large purchase, we will have to make sure it is not on a month that we have lower income coming in. New this year, is the county requiring us to explain our reserves that are above the 3% requirement. It is not a state requirement this year, but the county is being proactive and making sure that everyone is on track. Our reserves are a combination of the 3% in the general fund and approximately 3% in fund 17. We have 6.97% total available of reserves for 15/16 and the goal for that additional money is described in Board Policy 3100 where we have an indication that our ultimate goal is to have a reserve that equals at 2 months of our regular general fund expenses, and for us that is roughly 6.7 million dollars. Our 6.97% doesn't begin to reach that is how she explained it to SCOE and the county office and that will suffice as long it meets with your approval. She noted that things are looking good for the budget as long as the state comes through and delivers on what the governor has proposed.

Trustee Hunt asked how the increase in STRS and PERS in the coming years affect the out years; are we going to continue to be strapped? Ms. Bess noted that just for next year, the increase in STRS and PERS from the prior year is \$344,000.00. It will increase slightly more than that each of the out years. The PERS will go higher than the STRS, but by 17/18 year we will be paying of 25% in PERS taxes. Right now, for STRS we are at 11.7938% and PERS we are at about 20.797%. That has been built into the multi-year projection. Trustee Kelley asked if those increases to retirement taxes are state OR federal mandates. Ms. Bess noted that they are state mandates. Trustee Kelley asked if this is to ensure that 20 years from now we don't have a collapsing retirement. Ms. Bess noted that GASB 68 has to be noted in our financial audit this year. GASB 68 will indicate what our liability is expected to be for STRS and PERS if all of our employees were to retire so that has to be disclosed. The increase in the STRS and PERS is helping to support the state's deficit. Mr. Loehr noted that they are trying to set up a trust for that unfunded liability and then each year they will look at making a contribution to that. It will continue to be an audit finding; we will have to continue contributing to. Trustee Anderson asked if we were still paying lifetime medical for any of the retirees. Ms. Bess noted that we are not paying any lifetime medical for anybody. Nobody has had that in the 12 years she has been here. It is 5 years, employee only, or until age 65, whichever comes first. We do not pay any benefits after age 65. Ms. Bess noted that all of our Golden Handshakes and things like that have all been finally paid off this year so we are not making any debt payment on those plans. Mr. Loehr noted that when they did those things (golden handshake, etc.) the employee had to be in the district at least 20 years.

Ms. Bess noted that everything that is outlined in the LCAP is supported within the budget. She then noted that she got a call today from the county office that is reviewing the LCAP document. There were a couple minor tweaks that were suggested for next time. When they were done discussing, she wanted to tell Ms. Bess that this was the best LCAP plan that she has reviewed this year; it was very well done and very easy to read. Mr. Loehr noted that not only do we review and approve this, but the county does as well. Trustee Anderson noted that Ms. Bess has done a fantastic job and appreciates it 100% for all of the work and hours she has put in to what is a times a tedious job. Trustee Hunt asked if there are any incoming funds for Fund 25. Ms. Bess noted that we have seen a tiny bit; there was about \$30,000 last year. That is the most we have seen in the last few years. We were able to decrease the deficit a little in the fund. Trustee Pope thanked Ms. Bess for all of her hard work.

Trustee Kelley noted that this will be an action item at the next board meeting, Wednesday, June 10, 2015.

#### **ADVANCE PLANNING**

- a. *Future Meeting Dates:*
  - i. *Regular Meeting: Wednesday, June 10, 2015 @ 6:00 p.m. - District Board Room - Room 503, located at Riles Middle School, 4747 PFE Road, Roseville, CA 95747*
- b. *Suggested Agenda Items: none*

#### **ADJOURNMENT – 6:32 p.m.**

**Motion:** Pope  
**Second:** Wilson

**Vote:** General Consent

Respectfully submitted,

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

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Delrae Pope, Clerk  
Board of Trustees

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Adoption Date

# Center Joint Unified School District

<b>AGENDA REQUEST FOR:</b>	
Dept./Site: Superintendent's Office	Action Item <u>  X  </u>
To: Board of Trustees	Information Item <u>          </u>
Date: August 19, 2015	#Attached Pages <u>          </u>
From: Scott A. Loehr, Superintendent	
Principal's Initials: <u>          </u>	

**SUBJECT: Adoption of Minutes**

The minutes from the following meeting are being presented:

June 10, 2015 Regular Meeting

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

CONSENT AGENDA

# **CENTER JOINT UNIFIED SCHOOL DISTRICT**

## **BOARD OF TRUSTEES REGULAR MEETING**

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

**Wednesday, June 10, 2015**

### **MINUTES**

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

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

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

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

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

**OPEN SESSION - CALL TO ORDER – 6:03 p.m.**

**FLAG SALUTE** - led by Marie Huggins

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

2. Student Expulsions/Readmissions (G.C. §54962)  
Student Expulsion 14-15.17 – Recommendation approved.

**Motion:** Wilson  
**Second:** Hunt

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

**ADOPTION OF AGENDA** - There was a motion to approve the adoption of the agenda as amended: Pull Consent Agenda Item #21 for separate consideration. It was noted by Scott Loehr that Jeannie Evans is listed as hired as a campus monitor. The location lists that she was hired at McClellan, but the site should be listed at Wilson Riles Middle School. We are very happy with Vickie Hesson at McClellan HS.

**Motion:** Wilson  
**Second:** Pope

**Vote:** General Consent



## **ORGANIZATION REPORTS**

1. CUTA - Heather Woods, President, had no report to present.
2. CSEA - Marie Huggins, President, apologized for missing last month's meeting. She let the Board know that they are going to host a pre-retirement seminar within the district. Flyers will be handed out to other districts. At this time it is scheduled for November 14<sup>th</sup>. There are normally 3 of these a year. She also noted that in tonight's consent agenda they are pleased to present the renewal of the CSEA contract.

## **COMMENTS FROM THE AUDIENCE REGARDING ITEMS NOT ON THE AGENDA - none**

## **BOARD/SUPERINTENDENT REPORTS**

### **Mrs. Pope**

- attended all graduations and promotions. They were well attended and wonderful.
- wished everyone a happy summer.

### **Mrs. Anderson**

- noted that all graduations were wonderful.
- noted that the car show was wonderful and profitable.

### **Mr. Wilson**

- noted that he attended a graduation.

### **Mr. Hunt – had nothing to report.**

### **Mr. Loehr**

- thanked Mr. Deason for opening up his home for a Celebration of Life for Al Himenes.
- noted that he hopes everyone enjoys their summer.

### **Mrs. Kelley**

- noted that graduations went well.
- is looking forward to what the fire department is going to do for recognition.
- thanked Ms. Bess for all of her work on the budget & Tami JBeily for all of her work on the LCAP.

## **CONSENT AGENDA**

1. Approved Adoption of Minutes from May 20, 2015 Regular Meeting
2. Approved 2015-2016 Board Meeting Schedule
3. Approved Resolution #13/2014-15: Delegation of Contracting Powers to the Superintendent
4. Approved 2015-2016 Legal Services Fees - Atkinson, Andelson, Loya, Ruud & Romo, Attorneys at Law
5. Approved Classified Personnel Transactions
6. Approved Certificated Personnel Transactions
7. Approved Resolution #12/2014-15: Reduction in FTE for Lack of Work
8. Approved CJUSD/CSEA Tentative Agreements:
  - Article X - Transfers: vacancies
  - Article XI - Transportation: temporary vacancies
  - Article XXV - Duration and Reopeners

**CONSENT AGENDA (continued)**

9. Approved CJUSD/CSEA Memorandum of Understandings:
  - School Site Computer Tech
  - Compensatory Time Off
  - Completion of Negotiation of Sunshine Articles with Exception
10. Approved Professional Service Agreement: Supported Life Institute / CTEC
11. Approved 2015/2016 Licensing Agreement with Document Tracking Services (DTS)
12. Approved Title III Program Improvement Plan
13. Approved Memorandum of Understanding Between Sacramento Children's Home and Center Joint Unified School District
14. Approved Renewal Agreement for Police Services Between Twin Rivers Unified School District and Center Joint Unified School District, July 2015 to June 2017
15. Approved Resolution #14/2014-15: Child Development Contract CCTR-5183
16. Approved Agreement for Participation in the Center Joint Unified School District School-Age Child Care
17. Approved Agreement for Maintenance/License Agreement with Discovery Education, Inc. for All Sites (excluding charters)
18. Approved Deferred Maintenance Program
19. Approved Resolution #11/2014-15: Technology Purchases Based on Piggy-back Pricing
20. Approved Payroll Orders: July 2014 - May 2015
21. *This item was pulled for separate consideration.*

**Motion:** Wilson  
**Second:** Anderson

**Vote:** General Consent

**CONSENT AGENDA ITEMS PULLED FOR SEPARATE CONSIDERATION**

21. Approved Supplemental Agenda (Vendor Warrants): May 2015

**Motion:** Anderson  
**Second:** Pope

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

**BUSINESS ITEMS**

- A. **APPROVED - 2015-2016 Local Control and Accountability Plan (LCAP) and Annual Update**

**Motion:** Wilson  
**Second:** Anderson

**Ayes:** Anderson, Hunt, Kelly, Pope, Wilson  
**Noes:** None

- B. **APPROVED - 2015-2016 Local Control and Accountability Plan (LCAP) and Annual Update - Global Youth Charter School**

**Motion:** Pope  
**Second:** Anderson

**Ayes:** Anderson, Hunt, Kelly, Pope, Wilson  
**Noes:** None

- C. **APPROVED - 2015/16 Budget**

**Motion:** Wilson  
**Second:** Anderson

**Ayes:** Anderson, Hunt, Kelly, Pope, Wilson  
**Noes:** None

**BUSINESS ITEMS (continued)**

**D. Sixth Grade Discussion**

Discussion

This item was brought to the floor for discussion.

**Motion:** Wilson

**Second:** Pope

Mr. Loehr noted that a couple Sixth Grade teachers had approached administration and himself, and had written a letter to the Board listing ways in which they saw benefitted our Sixth Graders to be at Riles Middle School. Mr. Loehr had shared with them that we had moved Sixth Grade back to the elementary sites for no other reasons than financial. He noted that they had some valid points, but stated that we have 2 obstacles: dollars and parent concerns. He worked with Jeanne and Joyce to look at what the reductions had been with the move. Attached to the board item is a list of things that were reduced with the prior move. Trustee Kelley noted that we need to be looking at ADA numbers when are we looking at doing it anyways. Mr. Loehr noted that he believes the teachers are thinking of a move in 2-3 years. He noted that hopefully by then we are ready and able to do that. Mr. Loehr noted that there are some good ideas on how to make this work. Collaboration is extremely important. Combo classes are difficult to work around, especially at Spinelli Elementary, but there are some ideas to make it work. The teachers are eager to get back, but understand the constraints that the district is under.

Trustee Wilson noted that in 2-3 years down the road if we get to that point where we are looking at moving 6<sup>th</sup> grade back and we haven't addressed the shortage of the GASB 45 fund and still have not addressed the structural deficit in our budget, then he would have major concerns with moving the 6<sup>th</sup> grade. Trustee Hunt noted that in May the Board voted to increase high school staffing in coming years and that needs to be taken into account. If we are going to increase staff at the middle school as well then we are compounding the growth in staff without any growth in students. Mr. Loehr noted that we have fixed revenues exceeding expenditures. Mrs. Bess added that the question would be can we hold to it. Mr. Loehr noted that we are starting the process on GASB 45. He also noted that we did make the decision last month to increase without more kids, but this decision regarding Sixth Grade would have to be made with there being more kids while we still maintain the GASB 45 and the structural deficit.

Trustee Anderson noted that we will have to be careful as to how we bring this back to the public. Mr. Loehr noted that there are pros and cons to any schedule or formation of grades. Heather Woods noted that it is something the group would like to see happen, preferable sooner than later. How we did it last time is not how we have to do it next time; we can put creative options in. She noted that there are options like: an optional 6th grade where they could go to a smaller school like Spinelli or to the middle school, check to see if we are required to have PE teachers for 6th grade, or see if there is a way we can rotate their schedules from within. There are ways we could save money.

Scott and Joyce have had some conversations and noted that there will have to be some major discussions before the change would happen. Heather Woods noted that they don't want to wait until they have to move to do this.

**ADVANCE PLANNING**

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

**i. *Regular Meeting: Wednesday, August 19, 2015 @ 6:00 p.m. - District Board Room - Room 503, located at Riles Middle School, 4747 PFE Road, Roseville, CA 95747***

**b. *Suggested Agenda Items: Trustee Anderson asked if there could be a short closed session sometime in the next few weeks.***

**CONTINUATION OF CLOSED SESSION – 6:28 p.m.**  
6/10/15 Regular Meeting  
Page 5

Trustee Hunt and Trustee Wilson left Closed Session at 6:51 p.m.

**RETURN TO OPEN SESSION – 6:54 p.m.**

**ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION**

1. Public Employee Performance Evaluation (Certificated) - Superintendent (G.C.§54957) - It was announced during open session that the Superintendent received a satisfactory evaluation. Trustee Anderson stated that he received a satisfactory evaluation because he is awesome. Trustee Pope also stated that he is awesome.

**ADJOURNMENT – 6:55 p.m.**

**Motion:** Pope  
**Second:** Anderson

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

Respectfully submitted,

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

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Delrae Pope, Clerk  
Board of Trustees

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Adoption Date

## *Center Joint Unified School District*

<b>Dept./Site:</b> Superintendent's Office	<b>AGENDA REQUEST FOR:</b>
<b>To:</b> Board of Trustees	Action Item _____
<b>Date:</b> August 19, 2015	Information Item _____
<b>From:</b> Scott A. Loehr, Superintendent	# Attached Pages <u>1</u>
<b>Principal/Administrator Initials:</b> _____	

**SUBJECT:** 2015-2016 Rate Increase for Legal Services - Girard & Edwards, Attorneys at Law

Girard & Edwards would like to continue under the current Agreement, but are increasing their rates for the 2015-16 school year effective August 1, 2015.

**RECOMMENDATION:** CJUSD Board of Trustees approve the 2015-2016 Rate Increase for Legal Services - Girard & Edwards, Attorneys at Law.

CONSENT AGENDA

David W. Girard  
Heather M. Edwards  
Michael Tucker  
Eric E. Stevens  
Kyle A. Raney

Of Counsel  
William M. Wright  
Carol L. Fallon  
L. Thomas Newcomb

**GIRARD  
& EDWARDS**  
ATTORNEYS AT LAW

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8801 Folsom Blvd., Suite 285  
Sacramento, CA 95826  
Tel: (916) 706-1255  
Fax: (916) 706-2672

*Placerville Office*  
6767 Green Valley Road  
Placerville, CA 95667  
Tel: (530) 295-2235  
Fax: (530) 642-1832

*Privileged and Confidential*

June 19, 2015

**Re:           Notification of Rate Increase 2015-2016 School Year**

In accordance with the terms of our agreement with you, this is to notify you of an increase in rates effective August 1, 2015 as follows:

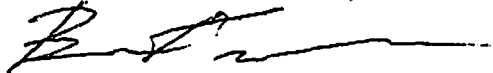
Senior Partners:	\$335.00
Partners:	\$290.00
Associates:	\$260.00
Paralegal/Law Clerks:	\$140.00
Administrative Assistants:	\$110.00

We regret the need for this increase, we hope you will understand.

Thank you for relying on us as your legal counsel. Your business is very much appreciated.

Very Truly Yours,

Girard & Edwards Attorneys at Law



Brooke Taylor, Office Manager

AGENDA ITEM # XIII-4

# *Center Joint Unified School District*

## AGENDA REQUEST FOR:

Dept./Site:	Personnel Department	Action Item	<u>X</u>
Date:	August 19, 2015	Information Item	<u>  </u>
To:	Board of Trustees	# Attached Pages	<u>1</u>
From:	David Grimes, Director of Personnel and Student Services		

**Subject: Classified Personnel Transactions**

### New Hire

Michael Rathjen, Maintenance Worker  
Nancy Jensen, Transportation Supervisor  
Shawna Christian, Office Assistant  
Danita Johnson, Instructional Specialist PH/Autism  
Anntionette Pina, Instructional Specialist PH/Autism  
Allison Zeiher, Instructional Specialist PH/Autism  
Daniel Palm, Instructional Specialist PH/Autism

### Resignation

Patrick Cahill, Transportation Supervisor  
Stacey Mann, Office Assistant  
Pamela Engman, Instructional Specialist  
Andrea Domalakes, Instructional Specialist  
Michelle Fernandez, Cafeteria Worker  
Peter Hoffman, Campus Monitor

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

**CONSENT AGENDA**

XIII-4

Michael Rathjen has been hired as a Maintenance Worker effective June 16, 2015.

Nancy Jensen has been hired as Supervisor of Transportation effective July 29, 2015.

Shawna Christian has been hired as an Office Assistant at Center High School effective August 3, 2015.

Danita Johnson has been hired as an Instructional Specialist PH/Autism at North Country Elementary School effective August 5, 2015.

Anntionette Pina has been hired as an Instructional Specialist PH/Autism at Spinelli Elementary School effective August 5, 2015.

Allison Zeiher has been hired as an Instructional Specialist PH/Autism at Spinelli Elementary School effective August 5, 2015.

Daniel Palm has been hired as an Instructional Specialist PH/Autism at Spinelli Elementary School effective August 5, 2015.

Patrick Cahill has resigned his position as Transportation Supervisor effective July 3, 2015.

Stacey Mann has resigned from her position as Office Assistant at Center High School effective July 9, 2015.

Pamela Engman has resigned from her position as Instructional Specialist at Wilson Riles effective July 10, 2015.

Andrea Domalakes has resigned from her position as Instructional Specialist at Spinelli Elementary School effective July 17, 2015.

Michelle Fernandes has resigned from her position as Cafeteria Worker at Dudley Elementary School effective July 22, 2015.

Peter Hoffman has resigned from his position as Campus Monitor at Wilson Riles effective August 3, 2015.




# Center Joint Unified School District

**AGENDA REQUEST FOR:**

Dept./Site: **Personnel Department** Action Item **X**

Date: **August 19, 2015** Information Item **\_**

To: **Board of Trustees** # Attached Pages **2**

From:  **David Grimes, Director of Personnel and Student Services**

**CONSENT AGENDA**

**Subject: Certificated Personnel Transactions**

**New Hires**

Vanrith Chhang, Center High School  
 Larry Davenport, Center High School  
 Karen Davila, Spinelli Elementary School  
 Karina Dominguez, McClellan Preschool  
 Ashley Gorman, Dudley Elementary School  
 Erin Hixon, North Country Elementary School  
 Yng Ai Tracy Ho, Curriculum and Instruction  
 Jennifer Howell, North Country Elementary School  
 Hannah Kassiss, Dudley Elementary School  
 Samuel Kloczko, Center High School  
 Katherine Mailho, Oak Hill Elementary School  
 Delanne Mathias, Dudley Elementary School  
 Jennifer Miller, Oak Hill Elementary School  
 Joseph Munn, Center High School  
 Natasha Nichols, Curriculum and Instruction  
 Dulce Ramirez, Center High School  
 Raytese Reeves, Center High School  
 Todd Silverman, Dudley Elementary School  
 Stephanie Tembey, Spinelli Elementary School  
 Jannell Wallace, North Country Elementary School  
 Jennifer Yrigollen, Oak Hill Elementary School

**Release**

Inna Babikova, Antelope View Charter School

**Resignations**

Richard Hartman, Global Youth Charter School  
 Wendy Hollis, Center High School

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

## **New Hires**

Vanrith Chhang has been hired as a Math Teacher, Center High School, effective August 3, 2015.

Larry Davenport has been hired as a Business Teacher, Center High School, effective August 3, 2015.

Karen Davila has been hired as a Fifth/Sixth Grade Combo Teacher, Spinelli Elementary School, effective August 3, 2015.

Karina Dominguez has been hired as a part time Special Education Preschool Teacher, effective August 25, 2015.

Ashley Gorman has been hired as a Sixth Grade Teacher, Dudley Elementary School, effective August 3, 2015.

Erin Hixon has been hired as a Special Education Teacher, North Country Elementary School, effective August 3, 2015.

Yng Ai Tracy Ho has been hired as a Speech Therapist, Curriculum and Instruction, effective August 3, 2015.

Jennifer Howell has been hired as a Fifth Grade Teacher, North Country Elementary School, effective August 3, 2015.

Hannah Kassis has been hired as a Sixth Grade Teacher, Dudley Elementary School, effective August 3, 2015.

Samuel Kloczko has been hired as a Temporary Social Science/Business Teacher, Center High School, effective August 7, 2015.

Katherine Mailho has been hired as a First Grade Teacher, Oak Hill Elementary School, effective August 3, 2015.

Delanne Mathias has been hired as a Sixth Grade Teacher, Dudley Elementary School, effective August 3, 2015.

Jennifer Miller has been hired as a Fifth Grade Teacher, Oak Hill Elementary School, effective August 3, 2015.

Joseph Munn has been hired as a Social Science Teacher, Center High School, effective August 3, 2015.

Natasha Nichols has been hired as a Psychologist, Curriculum and Instruction, effective August 24, 2015.

Dulce Ramirez has been hired as a Counselor, Center High School, effective July 27, 2015.

Raytese Reeves has been hired as a Special Education Teacher, Center High School, effective August 17, 2015.

Todd Silverman has been hired as a Temporary Counselor, Dudley Elementary School, effective August 3, 2015.

Stephanie Tembey has been hired as a Fourth Grade Teacher, Spinelli Elementary School, effective August 3, 2015.

Jannell Wallace has been hired as a Kindergarten Teacher, North Country Elementary School, effective August 3, 2015.

Jennifer Yrigollen has been hired as a First Grade Teacher, Oak Hill Elementary School, effective August 3, 2015.

### **Release**

Inna Babikova has been released from her position as English Teacher, Antelope View Charter School, effective end of day on May 29, 2015.

### **Resignations**

Richard Hartman has resigned from his position as Math Teacher, Global Youth Charter School, effective end of day on May 29, 2015.

Wendy Hollis resigned from her position as Counselor, Center High School, effective end of day on June 5, 2015.

AGENDA ITEM # XIII-6

# *Center Joint Unified School District*

**AGENDA REQUEST FOR:**

**Dept./Site:** Personnel Department

**Action Item** X

**Date:** August 19, 2015

**Information Item** -

**To:** Board of Trustees

**# Attached Pages** 14

**From:**  David Grimes, Director of Personnel and Student Services

**Subject:** Current Salary Schedules for 2015/2016

**Recommendation:** Approve Current Salary Schedules for 2015/2016

**CONSENT AGENDA**

**XIII-6**

CENTER JOINT UNIFIED SCHOOL DISTRICT  
CLASSIFIED HOURLY WAGE SCHEDULE  
APPENDIX B  
2015-2016

A	\$10.68	\$11.21	\$11.77	\$12.36	\$12.98	\$13.63
B	\$10.95	\$11.50	\$12.08	\$12.68	\$13.31	\$13.97
C	\$11.22	\$11.79	\$12.38	\$12.99	\$13.64	\$14.33
D	\$11.51	\$12.09	\$12.69	\$13.32	\$13.98	\$14.69
E	\$11.80	\$12.38	\$13.01	\$13.66	\$14.34	\$15.06
F	\$12.10	\$12.70	\$13.33	\$14.00	\$14.70	\$15.43
G	\$12.39	\$13.02	\$13.67	\$14.35	\$15.07	\$15.82
H	\$12.70	\$13.34	\$14.00	\$14.71	\$15.44	\$16.21
I	\$13.03	\$13.68	\$14.36	\$15.08	\$15.83	\$16.62
J	\$13.35	\$14.01	\$14.72	\$15.45	\$16.23	\$17.04
K	\$13.68	\$14.36	\$15.08	\$15.83	\$16.63	\$17.46
L	\$14.03	\$14.73	\$15.46	\$16.24	\$17.05	\$17.91
M	\$14.37	\$15.09	\$15.84	\$16.64	\$17.47	\$18.35
N	\$14.73	\$15.46	\$16.24	\$17.05	\$17.91	\$18.81
O	\$15.11	\$15.86	\$16.66	\$17.49	\$18.37	\$19.29
P	\$15.48	\$16.26	\$17.07	\$17.93	\$18.83	\$19.77
Q	\$15.87	\$16.67	\$17.50	\$18.38	\$19.30	\$20.27
R	\$16.28	\$17.10	\$17.95	\$18.85	\$19.79	\$20.78
S	\$16.69	\$17.52	\$18.40	\$19.32	\$20.29	\$21.30
T	\$17.12	\$17.97	\$18.87	\$19.82	\$20.81	\$21.85
U	\$17.54	\$18.42	\$19.34	\$20.31	\$21.33	\$22.40
V	\$17.98	\$18.88	\$19.83	\$20.82	\$21.86	\$22.95
W	\$18.44	\$19.36	\$20.33	\$21.35	\$22.42	\$23.54
X	\$18.90	\$19.85	\$20.84	\$21.88	\$22.97	\$24.12
X1	\$20.60	\$21.63	\$22.72	\$23.85	\$25.04	\$26.30
Y	\$28.51	\$29.94	\$31.44	\$33.01	\$34.66	\$36.39
Z	\$30.80					

Longevity: To be paid once on anniversary date of hire

After 8 years of District service	\$250
After 10 years of District service	\$500
After 13 years of District service	\$750
After 15 years of District service	\$1000

Vacation:

1 to 3 years	12 days
4 to 8 years	15 days
9 to 12 years	18 days
13 to 19 years	20 days
20 Years +	22 days

Masters: \$500      Ed.D./Ph.D.: \$750.00

CLASSIFIED HOURLY WAGE SCHEDULE - APPENDIX A

<u>Instruction</u>	
Behavior Specialist	Y
Bilingual Asst/Primary Language	L
Bilingual Asst/Primary Language (hired after 1/1/00)	G
Child Aide	D
Health Assistant	L
Instructional Assistant	D
Instructional Specialist	F
Instructional Specialist PH/Autism & Instructional Specialist PH/Autism/Diabetic	L
Integrated Services Technician	X
Library Technician	K
Speech and Language Pathologist Assistant	X1
<u>Clerical</u>	
Account Technician	S
Assistant Superintendent Secretary	X
Associated Student Body Bookkeeper (HS)	K
Attendance Secretary	J
Attendance Secretary (JHS)	L
Central Office Clerk/Business or Personnel	L
College Career Coordinator	X
District Courier	E
High School Secretary	N
Network Specialist	Y
Nutrition Staff Secretary	N
Office Assistant	I
Parent Volunteer Coordinator	E
Payroll Technician	V
Registrar	M
School Secretary	M
Staff Secretary	N
Student Outreach Advisor	X
Technology Specialist	X
Transition Partnership Program Coordinator Assistant	M
Workability Job Developer/Coach	Q
Workability Program Coordinator	X
<u>Maintenance</u>	
Groundskeeper	N
Maintenance Worker	R
Maintenance Worker/HVAC	U
Lead Warehouse Worker	Q
Warehouse Worker	O
Security	Z
<u>Transportation</u>	
Bus Driver	M
Bus Driver/Delegated Behind the Wheel Trainer	Q
Dispatcher/Relief Driver	O
Relief Driver	N
Mechanic	X
School Bus Attendant	B
<u>Food Service</u>	
Nutrition Specialist	X
Cafeteria Lead/7-12	M
Cafeteria Lead/K-6	L
Cafeteria Lead/K-6 Satellite	M
Cafeteria Worker	D
<u>Operations</u>	
Campus Monitor	D
Custodian	K
Lead Custodian	M

Approved by Board August 19, 2015

CENTER JOINT UNIFIED SCHOOL DISTRICT  
TITLE 1 ACADEMIC COORDINATOR SALARY SCHEDULE 98 (198 DAYS)

2015-2016

STEPS	CLASS I BA	CLASS II BA + 36	CLASS III BA + 48	CLASS IV BA + 60	CLASS V BA + 72*
1	41,369	43,440	45,611	47,891	
2	43,024	45,178	47,436	49,807	
3	44,744	46,985	49,333	51,799	
4	46,534	48,865	51,307	53,870	
5	48,396	50,819	53,359	56,026	
6	50,332	52,852	55,494	58,266	61,183
7	52,345	54,967	57,714	60,597	63,631
8	54,439	57,166	60,022	63,021	66,176
9		59,453	62,423	65,541	68,822
10			64,920	68,163	71,575
11				70,889	74,439
12				73,725	77,416
14				75,936	79,737
16				78,214	82,130
18				80,560	84,595
20				82,976	87,131
Longevity 3% (Class IV & V) Steps 14 - 16 - 18 - 20 Masters** \$500 PHD/ED \$750					

**\*Employees hired after July 1, 1989, must be in the District at least five (5) years prior to movement into Class V.**

**\*\*Teachers earning a Masters Degree from an accredited institution shall receive \$500 for each, effective July 1, 1995.**

CENTER JOINT UNIFIED SCHOOL DISTRICT  
CERTIFICATED SALARY SCHEDULE - APPENDIX A

2015-2016 (183 days)

STEPS	CLASS I BA	CLASS II BA + 36	CLASS III BA + 48	CLASS IV BA + 60	CLASS V BA + 72*
1	38,236	40,149	42,156	44,263	
2	39,765	41,755	43,842	46,034	
3	41,355	43,424	45,595	47,875	
4	43,009	45,162	47,419	49,789	
5	44,730	46,968	49,316	51,781	
6	46,519	48,847	51,289	53,853	56,548
7	48,380	50,801	53,340	56,007	58,810
8	50,315	52,833	55,474	58,247	61,162
9		54,946	57,692	60,577	63,609
10			59,999	63,000	66,153
11				65,521	68,800
12				68,141	71,552
14				70,189	73,699
16				72,295	75,909
18				74,463	78,187
20				76,697	80,532

Longevity 3% (Class IV & V) Steps 14 - 16 - 18 - 20

Masters\*\* \$500

PHD/ED \$750

**\*Employees hired after July 1, 1989, must be in the District at least five (5) years prior to movement into Class V.**

**\*\*Teachers earning a Masters Degree from an accredited institution shall receive \$500 for each, effective July 1, 1995.**



**CENTER JOINT UNIFIED SCHOOL DISTRICT  
CERTIFICATED MANAGEMENT SALARY SCHEDULE**

2015-2016

POSITION	WORK YEAR	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Asst. Supt. (ASCI)	225	\$103,446	\$106,549	\$109,746	\$113,038	\$116,430	\$119,923	\$123,521
Director of Personnel & Student Serv (DPSS)	215	\$86,000	\$88,580	\$91,238	\$93,976	\$96,794	\$99,698	\$102,690
High School Principal (HSP)	209	\$96,937	\$99,846	\$102,840	\$105,926	\$109,103	\$112,375	\$115,747
Continuation HS Principal (CHSP)	209	\$84,566	\$87,103	\$89,716	\$92,408	\$95,180	\$98,035	\$100,977
H.S. Asst. Principal (HSVP)	200	\$78,608	\$80,967	\$83,395	\$85,898	\$88,475	\$91,129	\$93,863
Elem. Principal (EPYR)	204	\$82,112	\$84,574	\$87,112	\$89,725	\$92,417	\$95,189	\$98,045
Elem. Asst. Principal (EVPY)	200	\$72,945	\$75,134	\$77,387	\$79,709	\$82,101	\$84,563	\$87,100
Charter School Principal (CSP)	209	\$84,566	\$87,103	\$89,716	\$92,408	\$95,180	\$98,035	\$100,977
Middle School Asst Principal (MSAP)	200	\$74,898	\$77,145	\$79,458	\$81,842	\$84,297	\$86,826	\$89,432
Middle School Principal (MSP)	209	\$86,058	\$88,640	\$91,300	\$94,040	\$96,860	\$99,766	\$102,760
Global Youth Administrator (GYA)	204	\$80,181	\$82,586	\$85,063	\$87,615	\$90,245	\$92,952	\$95,739
Continuation HS Asst Principal (CHAP)	200	\$74,898	\$77,145	\$79,458	\$81,842	\$84,297	\$86,826	\$89,432
Charter School Asst Principal (CSVP)	200	\$78,225	\$80,572	\$82,989	\$85,479	\$88,044	\$90,685	\$93,405

Masters:	\$1,000	Ed.D./Ph.D	\$1,250
Longevity:	+1.0% after 8 years District service +2.0% after 10 years District service +2.5% after 13 years District service +3.0% after 15 years District service +3.5% after 18 years District service +4.0% after 20 years District service +6.0% after 25 years District service +8.0% after 30 years District service		

**CENTER JOINT UNIFIED SCHOOL DISTRICT  
CLASSIFIED MANAGEMENT SALARY SCHEDULE**

2015-2016

POSITION	WORK YEAR	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Assistant Supt. Facilities/Operations	261	\$106,057	\$109,239	\$112,516	\$115,891	\$119,369	\$122,950
Director of Fiscal Services (DFS)	261	\$88,170	\$90,816	\$93,540	\$96,346	\$99,237	\$102,214
Technology Coordinator (TCD)	261	\$80,154	\$82,558	\$85,034	\$87,585	\$90,214	\$92,920
Supv/Nutrition Services (SNS)	261	\$60,951	\$62,779	\$64,663	\$66,603	\$68,601	\$70,658
Transportation Supv/Trainer (TST)	261	\$58,887	\$60,652	\$62,472	\$64,347	\$66,277	\$68,265

Masters:                   \$500                   Ed.D./Ph.D.:           \$750

Longevity:           +1.0% after 8 years District service  
                           +2.0% after 10 years District service  
                           +2.5% after 13 years District service  
                           +3.0% after 15 years District service  
                           +3.5% after 18 years District service  
                           +4.0% after 20 years District service  
                           +6.0% after 25 years District service  
                           +8.0% after 30 years District service

Vacation:           1 to 4 years               21 days  
                           5 to 9 years               22 days  
                           10 to 14 years           23 days  
                           15 to 19 years           24 days  
                           20 years +               25 days

CENTER UNIFIED SCHOOL DISTRICT  
GLOBAL YOUTH CHARTER SCHOOL

2015-2016

POSITION	WORK YEAR	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Office Manager (OM)	205	\$21.80	\$22.89	\$24.03	\$25.23	\$26.49	\$27.81
Paraprofessional (PP)	179	\$13.66	\$14.34	\$15.06	\$15.81	\$16.60	\$17.43
Paraprofessional/OA (JF)	179						\$19.00

**CENTER JOINT UNIFIED SCHOOL DISTRICT**

**CONFIDENTIAL SALARY SCHEDULE**

**2015-2016**

<b>POSITION</b>	<b>WORK YEAR</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>
Superintendent							
Secretary (SSEC)	261	\$24.01	\$25.21	\$26.48	\$27.82	\$29.20	\$30.67
Executive Asst (PSS)	261	\$18.95	\$19.90	\$20.90	\$21.94	\$23.03	\$24.18
Administrative Secretary (ADMN)	261	\$17.94	\$18.85	\$19.80	\$20.80	\$21.84	\$22.93
Personnel Tech (PTEC)	261	\$18.69	\$19.62	\$20.61	\$21.64	\$22.73	\$23.87
Lead Account Tech (LTEC)	261	\$19.69	\$20.68	\$21.71	\$22.79	\$23.93	\$25.12

**Masters:                      \$500                      Ed.D./Ph.D.:                      \$750**

**Longevity:**

- +1.0% after 8 years District service
- +2.0% after 10 years District service
- +2.5% after 13 years District service
- +3.0% after 15 years District service
- +3.5% after 18 years District service
- +4.0% after 20 years District service

**Vacation:**

1 to 2 years	13 days
3 years	14 days
4 to 5 years	16 days
6 to 8 years	17 days
9 years	18 days
10 to 11 years	19 days
12 years	20 days
13 to 19 years	21 days
20 years +	22 days

CENTER JOINT UNIFIED SCHOOL DISTRICT  
PSYCHOLOGISTS, COUNSELORS, AND SCHOOL NURSES  
SALARY SCHEDULE 93 (193 DAYS)-APPENDIX A-2

2015-2016

STEPS	CLASS I BA	CLASS II BA + 36	CLASS III BA + 48	CLASS IV BA + 60	CLASS V BA + 72*
1	40,324	42,342	44,459	46,681	49,016
2	41,937	44,036	46,238	48,549	50,978
3	43,614	45,798	48,087	50,492	53,017
4	45,358	47,629	50,011	52,512	55,137
5	47,172	49,534	52,011	54,612	57,342
6	49,060	51,515	54,091	56,797	59,635
7	51,021	53,576	56,254	59,068	62,021
8	53,062	55,719	58,504	61,431	64,502
9		57,948	60,844	63,888	67,081
10			63,278	66,443	69,765
11				69,100	72,555
12				71,864	75,457
14				74,019	77,721
16				76,241	80,053
18				78,528	82,455
20				80,884	84,927

Masters\*\* \$500

PHD/ED \$750

\*\*Psychologists and Counselors earning a Masters Degree from an accredited institution shall receive \$500 each, effective July 1, 1995.

CENTER JOINT UNIFIED SCHOOL DISTRICT  
 MAA COORDINATOR  
 SALARY SCHEDULE 35  
 CERTIFICATED

2015-2016

POSITION	WORK YEAR	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
MAA COORDINATOR	193	\$71,132	\$73,266	\$75,463	\$77,726	\$80,059	\$82,461	\$84,934

Masters:	\$500	Ed.D./Ph.D	\$750
Longevity:	+1.0% after 8 years District service +2.0% after 10 years District service +2.5% after 13 years District service +3.0% after 15 years District service +3.5% after 18 years District service +4.0% after 20 years District service +6.0% after 25 years District service +8.0% after 30 years District service		

CENTER JOINT UNIFIED SCHOOL DISTRICT  
PROGRAM SPECIALIST  
SALARY SCHEDULE 33  
(205 DAYS)

2015-2016

STEPS	CLASS I BA	CLASS II BA + 36	CLASS III BA + 48	CLASS IV BA + 60	CLASS V BA + 72*
1	47,269	49,635	52,117	54,723	
2	49,159	51,621	54,202	56,912	
3	51,125	53,686	56,370	59,189	
4	53,170	55,833	58,625	61,556	
5	55,296	58,066	60,969	64,018	
6	57,508	60,388	63,409	66,578	70,627
7	59,798	62,803	65,945	69,241	73,451
8	62,201	65,315	68,584	72,010	76,390
9		67,928	71,327	74,890	78,682
10			74,181	77,885	81,830
11				81,001	85,103
12				84,242	88,506
14				86,768	91,163
16				89,371	93,897
18				92,053	96,714
20				94,814	99,559
Longevity 3% (Class IV & V) Steps 14 - 16 - 18 - 20 Masters** \$500 PHD/ED \$750					

**\*Employees hired after July 1, 1989, must be in the District at least five (5) years prior to movement into Class V.**

**\*\*Teachers earning a Masters Degree from an accredited institution shall receive \$500 for each, effective July 1, 1995.**

CENTER JOINT UNIFIED SCHOOL DISTRICT  
PROGRAM SPECIALIST  
SALARY SCHEDULE 34  
(183 DAYS)

2015-2016

STEPS	CLASS I BA	CLASS II BA + 36	CLASS III BA + 48	CLASS IV BA + 60	CLASS V BA + 72*
1	38,236	40,149	42,156	44,263	
2	39,765	41,755	43,842	46,034	
3	41,355	43,424	45,595	47,875	
4	43,009	45,162	47,419	49,789	
5	44,730	46,968	49,316	51,781	
6	46,519	48,847	51,289	53,853	56,548
7	48,380	50,801	53,340	56,007	58,810
8	50,315	52,833	55,474	58,247	61,162
9		54,946	57,692	60,577	63,609
10			59,999	63,000	66,153
11				65,521	68,800
12				68,141	71,552
14				70,189	73,699
16				72,295	75,909
18				74,463	78,187
20				76,697	80,532
Longevity 3% (Class IV & V) Steps 14 - 16 - 18 - 20					
Masters** \$500					
PHD/ED \$750					

**\*Employees hired after July 1, 1989, must be in the District at least five (5) years prior to movement into Class V.**

**\*\*Teachers earning a Masters Degree from an accredited institution shall receive \$500 for each, effective July 1, 1995.**



CENTER JOINT UNIFIED SCHOOL DISTRICT  
GYCS CERTIFICATED SALARY SCHEDULE 53 (183 DAYS)

2015-2016					
STEPS	CLASS I BA	CLASS II BA + 36	CLASS III BA + 48	CLASS IV BA + 60	CLASS V BA + 72*
1	36,932	38,780	40,718	42,754	
2	38,409	40,331	42,347	44,464	
3	39,945	41,944	44,041	46,243	
4	41,543	43,622	45,803	48,093	
5	43,205	45,367	47,635	50,017	
6	44,933	47,182	49,540	52,018	54,620
7	46,730	49,069	51,522	54,099	56,805
8	48,599	51,032	53,583	56,263	59,077
9		53,073	55,726	58,514	61,440
10			57,955	60,855	63,898
11				63,289	66,454
12				65,821	69,112
14				67,796	71,186
16				69,830	73,321
18				71,924	75,521
20				74,082	77,786

Longevity 3% (Class IV & V) Steps 14 - 16 - 18 - 20

Masters\*\* \$500

PHD/ED \$750

**\*Employees hired after July 1, 1989, must be in the District at least five (5) years prior to movement into Class V.**

**\*\*Teachers earning a Masters Degree from an accredited institution shall receive \$500 for each, effective July 1, 1995.**

**CENTER JOINT UNIFIED SCHOOL DISTRICT  
SUBSTITUTE SALARY SCHEDULE**

**CERTIFICATED SUBSTITUTE**

**Regular Daily Rate: Full Day = \$140.00 Half Day = \$80.00**

**Long Term Substitute Daily Rate: Step 1 Class 1 on Certificated Salary Schedule  
 $\$38,236/183 = \$208.94$  (Long term = 20 consecutive days in the same classroom assignment. This shall be paid retro active to the first day of the assignment.)**

**CLASSIFIED SUBSTITUTE**

**Step 1 on Classified Hourly Wage Schedule of classification range substituted in.**

**Approved by Board August 19, 2015**

*Center Joint Unified School District*

**AGENDA REQUEST FOR:**

**Dept./Site:** Special Education

**Date:** August 19, 2015

**Action Item**   X  

**To:** Board of Trustees

**Information Item**

**From:** Scott Loehr, Superintendent

**# Attached Pages**

**Initials:** S.L.

**SUBJECT:** 2014/2015 Master Contracts

Please ratify the following Master Contract for a special education student to receive services at a nonpublic school/agency during the 2014/15 fiscal year.

Point Quest Education

**RECOMMENDATION:** CJUSD Board of Trustees to ratify a Master Contract for the 2014/2015 school year.

**CONSENT AGENDA**

SACRAMENTO COUNTY  
SELPA

*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

*2014–2015*

# MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

District CENTER JOINT UNIFIED

Contract Year 2014-2015

X Nonpublic School  
       Nonpublic Agency

## Type of Contract:

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

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

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

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

**DISTRICT MASTER CONTRACT  
GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL/AGENCY SERVICES  
2014-2015**

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**DISTRICT MASTER CONTRACT  
GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL/AGENCY SERVICES  
2014-2015**

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2014-2015

CONTRACT NUMBER: 16-14/15

LEA: CENTER JOINT UNIFIED SCHOOL DISTRICT

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:  
POINT QUEST EDUCATION

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
MASTER CONTRACT

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract is entered into on July 1, 2014, between the CENTER JOINT UNIFIED SCHOOL DISTRICT (hereinafter referred to as the local educational agency "LEA" or "District") and POINT QUEST EDUCATION (nonpublic, nonsectarian school or agency, hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall develop an Individual Services Agreement (hereinafter referred to as "ISA") and submit this to CONTRACTOR, along with a Nonpublic Services Student Enrollment form. CONTRACTOR shall work with LEA to complete and return these forms to LEA prior to initiating any services for any student.

Unless otherwise agreed in writing, the ISA and the Nonpublic Services Student Enrollment form shall acknowledge CONTRACTOR's obligation to provide all services specified in a student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of an LEA student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR. As available and appropriate, LEA shall make available access to any electronic IEP system and/or electronic database for ISA development, including invoicing.

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

**2. CERTIFICATION AND LICENSES**

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



revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on the applicable CDE certification. Total LEA student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

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

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

With respect to CONTRACTOR's certification, failure to notify LEA and CDE of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and shall also be good cause for the suspension or termination of this Master Contract by LEA.

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

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless CONTRACTOR and LEA specifically agree, in writing, that a policy or policies, or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 15 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to the provision of special education and/or related services, facilities for individuals with exceptional needs, LEA student enrollment and transfer, LEA student inactive status, corporal punishment, student discipline, and positive behavior interventions).

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

### **4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2014 to June 30, 2015 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2015. (Title 5 California Code of Regulations section 3062(d).) In the event a Master Contract is not renegotiated by June 30<sup>th</sup>, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be

provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

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

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

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

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. LEA may require additional information as applicable. If the application packet is not completed and returned to LEA, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2).) In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the discretion of LEA.

**6. INDIVIDUAL SERVICES AGREEMENT**

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

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

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and LEA agree otherwise in the ISA. (California Education Code section 56366(a)(5) and Title 5 of the California Code of Regulations section 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to an LEA student as a result of lack of provision of services while the student was served by the nonpublic school or agency.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees

otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

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

## **7. DEFINITIONS**

The following definitions shall apply for purposes of this contract:

- a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.
- b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood that a representative of the Special Education Local Plan Area (SELPA) of which LEA is a member is an authorized LEA representative in collaboration with LEA. LEA maintains sole responsibility for the Master Contract, unless otherwise specified in the Master Contract.
- c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(j).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services, and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations sections 3064 and 3065, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code. Nothing in this definition shall be construed as restricting the activities of services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations section 3001(z).)
- e. The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. This includes, but is not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(s).
- f. "Parent" means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, an individual

acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Title 34 of the Code of Federal Regulations sections 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

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

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

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

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

### **9. MAINTENANCE OF RECORDS**

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

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from LEA student's record. Such log needs to record access to LEA student's records by: (a) LEA student's parent; (b) an individual to whom written consent has been executed by LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward all records within ten (10) business days to LEA. These shall include, but not be limited to, current transcripts, IEP/IFSPs, and reports. LEA shall have access to and receive copies of any and all documents required to be maintained by CONTRACTOR within five (5) business days of a request.

**10. SEVERABILITY CLAUSE**

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

**11. SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify LEA, in writing, of any change of ownership or corporate control within ten (10) business days of such change.

**12. VENUE AND GOVERNING LAW**

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

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

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

**14. TERMINATION**

This Master Contract or an Individual Service Agreement may be terminated for cause. Cause shall include but not be limited to non-maintenance of current nonpublic school certification, failure of either LEA or the CONTRACTOR to maintain the standards required under the Master Contract and/or Individual Services Agreement, or other material breach of the contract by CONTRACTOR or LEA. For purposes of Non Public School placement, the cause shall not be the availability of a public class initiated during the period of the Master Contract or ISA unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the Master Contract, either party shall give twenty (20) days prior written notice to the other party pursuant to California Education Code section 56366(a)(4), or immediately if the CONTRACTOR and LEA mutually agree that there are significant health or safety concerns. At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this

Master Contract. CONTRACTOR or LEA may also terminate an individual ISA for cause, without terminating the Master Contract in its entirety. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

## **15. INDEMNIFICATION AND HOLD HARMLESS**

Except with respect to claims arising from a Party's separate negligence or willful acts, which shall remain that Party's personal obligation, each Party agrees to defend, indemnify and hold harmless the other Party and its directors, officers, and employees with respect to a claim arising from the Party's actual or alleged act, failure to act, error, or omission in the performance of their obligations under this Agreement or any governing law or regulations.

## **16. INSURANCE**

LEA and CONTRACTOR agree to purchase and/or maintain through the duration of this Agreement insurance or liability coverage (such as liability coverage provided by a Joint Powers Agency) ensuring their ability to meet their respective defense and indemnity obligations as set forth in this Agreement. Such insurance or liability coverage shall have a limit of liability of no less than \$1,000,000 per claim/occurrence, and \$2,000,000 in the aggregate.

### **Lines of Insurance/Coverage**

The insurance or liability coverage shall include, as may be reasonable and appropriate given the acts and activities contemplated by this Agreement, commercial general liability, premises liability, automobile liability (owned, non-owned, and hired), professional liability/errors and omissions, employer's liability, product liability, completed operations, and/or educator's legal liability coverages.

For the acts and activities contemplated by this Agreement, at a minimum, CONTRACTOR shall provide the following insurances/coverages:

- a. **Commercial General Liability** if the operations of CONTRACTOR involve direct and/or indirect control over or manipulation of student bodily parts, including but not limited to limbs, upper and lower extremities, neck and back, regardless of the location or premises services are provided (i.e. whether services are provided on District property, or property owned, borrowed, rented or leased by CONTRACTOR.)
  - (i) Covered property includes – if applicable according to CONTRACTOR services provided, District property and student property (e.g. wheelchairs, durable medical equipment, assistive technology devices.)
- b. **Professional Liability or Errors and Omissions Liability** since all CONTRACTORS are providing professional or specialized services.
  - (i) Including molestation and abuse, by endorsement if not already in manuscript form.
- c. **Commercial Automobile Liability** if CONTRACTOR is going to operate a vehicle on District property or transport students in any capacity.<sup>1</sup>

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<sup>1</sup> Conditions for coverage regarding transportation of students:

Unless authorized by written agreement including the parent, CONTRACTOR is not to transport students.

If students need transportation to/from the CONTRACTOR's premises where services are provided, or any other location involving CONTRACTOR's services, transportation of the student is to be provided by District transportation.

- (i) Limits of liability shall include a minimum of \$1,000,000 combined single unit.
- d. Premises Liability (if not included in General Liability) if services are provided on property owned, rented, leased or controlled by CONTRACTOR.
- e. Educator's Legal Liability (if not covered under Professional or Errors and Omissions Liabilities), if services include, within LEA's standards, the development and delivery of curriculum.

**Additional Insured Endorsement:**

To the full extent of the Parties' respective indemnity obligations, including the minimum limit of liability set forth above, the Parties' insurance or liability coverage agreements shall also be endorsed to extend "additional insured" or "additional covered party" status to all proposed indemnitees.

**Primary Insurance/Coverage:**

In addition to the "Additional Insured Endorsement" as stated above, said insurance/coverage policies shall include or be endorsed (copy of Endorsement attached to Certificate of Insurance) to the extent that each line of insurance/coverage under this Agreement shall apply as primary, and that any other insurance/coverage maintained by the Parties shall be excess only and not contributing with the insurance/coverage afforded by the other.

**Other Insurance/Coverage:**

Each Party also represents that for the period of this Agreement they will also purchase and maintain [real or personal property insurance or coverage, as well as any] insurance or liability coverage as required by law or regulation, including workers' compensation coverage.

**Workers' Compensation Waiver of Subrogation:**

To the fullest extent permitted by law, CONTRACTOR and its directors, officers, agents, employees, volunteers and guests waive all opportunities of subrogation against LEA for any and all claims for bodily and personal injury, including employers' liability (Coverages A and B) and third party over actions against LEA and its elected and appointed officials, directors, officers, agents, employees, volunteers and guests.

**Certificate of Insurance/Coverage:**

With respect to such required coverage(s) pursuant to this Agreement, each Party shall provide evidence of such coverage(s) by way of a Certificate of Insurance or Certificate of Coverage, issued by a duly authorized representative of the insurer or coverage provider. A copy of each endorsement in order to effect the indemnity obligations of this contract shall be attached to said Certificate, and such Certificate shall not be valid without said endorsement(s).

**Survivability:**

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If under specified circumstances, and District transportation is not available, transportation of the student is not authorized without parental completion of a *Student Alternate Transportation Form*. Completion of this form is required even if the parent is to transport the student where otherwise District transportation would have been provided in order to receive contracted services.

Any driver (including parents) while on District business must submit prior to commencement of services, a completed and accepted *Employee and Volunteer Personal Automobile Use Form*. This form is to be completed if the transportation of students is for services under this Agreement.

The Parties' indemnity and coverage obligations shall survive the termination of this Agreement with respect to any claim arising from the Parties' actual or alleged performance or non-performance of their respective rights, privileges, or obligations existing under this Agreement.

**Joint Interests:**

For the duration of this Agreement, with respect to the fulfillment of each Parties' obligations pursuant to this Agreement, each Party agrees to provide the other's designee (e.g. Risk Management Department) with notification of bodily injury, personal injury or loss of property to each Parties' officials, employees, agents, volunteers, guests and third parties, within 5 calendar days of the date of occurrence of such loss, but no later than 5 calendar days of the date of the Party's knowledge of the loss.

In the event of such loss, the Parties agree to take all steps reasonable or necessary to cooperate in investigating the occurrence of each loss, and in resolving or mitigating losses with the affected or third party.

In the event of a claim covered by these provisions, the Parties agree to take all steps reasonable or necessary to cooperate in defending and protecting their joint interests, including efforts to reduce defense costs (through joint representation whenever possible), expenses and potential liability exposures.

**Injury and Illness Prevention:**

Each Party also represents that for the period of this Agreement, they will maintain and enforce an Injury and Illness Prevention Program as required by law or regulation, including all required standards and requirements under such law/regulation (e.g. bloodborne pathogen, ergonomic, reporting of serious injury/illness), and agree to take all steps reasonable or necessary to cooperate in ensuring compliance. Documentation or recordkeeping to the same will be made available to the other Party upon request.

**17. INDEPENDENT CONTRACTOR**

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

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

**18. SUBCONTRACTING**

CONTRACTOR shall not enter into any subcontracting relationship without first obtaining the written approval of LEA. CONTRACTOR shall submit to LEA for approval the proposed subcontract. Such proposed contract shall contain a clearly defined scope of service, indemnification obligations, and the lines of insurance/coverage shall be appropriate to the subcontractor's services, incorporating LEA and the CONTRACTOR into the core elements of Sections 15 and 16, above. No subcontract shall be considered final without LEA approval. In addition, all sub-contractors must meet the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Master Contract.

**19. CONFLICTS OF INTEREST**



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

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

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

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from LEA through due process proceedings.

## **20. NON-DISCRIMINATION**

CONTRACTOR shall not unlawfully discriminate on the basis of race, gender, ethnic groups, identification, ancestry, religion, sex, national origin, age, sexual orientation, or mental or physical disability or on the basis of a person's association with a person or groups with one or more of these actual or perceived characteristics in employment or operation of its programs.

## **EDUCATIONAL PROGRAM**

### **21. FREE AND APPROPRIATE PUBLIC EDUCATION**

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

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in LEA student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of LEA student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall ensure that facilities are adequate to provide all LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for LEA student to receive a free appropriate public education after: (a) written notification to LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by LEA of the written notification and a written acknowledgment signed by LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

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

## **22. GENERAL PROGRAM OF INSTRUCTION**

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.* and shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations.

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

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

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

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services unless LEA and CONTRACTOR agree otherwise in writing.

## **23. INSTRUCTIONAL MINUTES**

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

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

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

## **24. CLASS SIZE**

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

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

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

## **25. CALENDARS**

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

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

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

**CONTRACTOR** shall observe only the same legal holidays as LEA. With the approval of LEA, **CONTRACTOR** may revise the date upon which **CONTRACTOR** closes in observance of any of the holidays observed by LEA.

When **CONTRACTOR** is a nonpublic agency, **CONTRACTOR** shall be provided with a LEA-developed/approved calendar prior to the initiation of services. **CONTRACTOR** herein agrees to observe holidays as specified in LEA-developed/approved calendar. **CONTRACTOR** shall provide services pursuant to LEA-developed/approved calendar; or as specified in LEA student's IEP and ISA. Unless otherwise specified in LEA student's IEP and ISA, **CONTRACTOR** shall provide related services to LEA students on only those days that LEA student's school of attendance is in session and LEA student attends school. **CONTRACTOR** shall bill only for services provided on billable days of attendance as indicated on LEA calendar unless **CONTRACTOR** and LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for **CONTRACTOR** to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by LEA, in writing, in advance of the delivery of any nonpublic agency service provided by **CONTRACTOR**. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the **CONTRACTOR**.

## **26. DATA REPORTING**

**CONTRACTOR** shall agree to provide to LEA, all data (including billing information) related to students who are served by the **CONTRACTOR**. **CONTRACTOR** agrees to provide all data related to or referenced

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

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

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

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

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

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

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

When CONTRACTOR is a nonpublic school, per implementation of Assembly Bill 484, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress ("CAASP"), Desired Results Developmental Profile ("DRDP"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, California English Language Development Test ("CELDT"), and the California High School Exit Examination, as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR's qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

**29. MANDATED ATTENDANCE AT LEA MEETINGS**

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

### **30. POSITIVE BEHAVIOR INTERVENTIONS**

**CONTRACTOR shall comply with all requirements of Education Code section 56521.1 and 56521.2 regarding positive behavior interventions. Failure to do so shall constitute sufficient cause for contract termination.**

**LEA students who exhibit serious behavioral challenges must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the individualized education program ("IEP") team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan (BIP), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.**

**CONTRACTOR shall maintain a written policy consistent with California Education Code section 56521.1 regarding emergency interventions and Behavioral Emergency Reports ("BERs"). CONTRACTOR shall also ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. Training includes certification with an approved SELPA crisis intervention program. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within 6 days of any new hire.**

**Pursuant to Education Code section 56521.1 emergency interventions shall not be used as a substitute for a BIP, and instead may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the LEA student, or others. Before emergency interventions may be applied, the behavior must be of the kind that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. Emergency interventions shall not be employed longer than necessary to contain the behavior. If a situation requires prolonged use of an emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.**

**Consistent with Education Code section 56521.1, CONTRACTOR shall complete a BER when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies *require* a BER form to be completed and submitted to LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. Consistent with the requirements of California Education Code section 56521.1(g), if a BER is written regarding an LEA student who does not have a behavior intervention plan, the designated responsible administrator shall, within two days, schedule an IEP Team meeting to review the emergency report, to determine the necessity for a functional behavioral assessment, and to determine the necessity for an interim plan. The IEP Team shall document the reasons for not conducting the functional behavioral assessment, not developing an interim plan, or both. Consistent with the requirements of California Education Code section 56521.1(h), if a behavioral emergency report is written regarding an LEA student who has a positive behavioral intervention plan, an incident involving a previously unseen serious behavior problem, or where a previously designed intervention is ineffective, shall be referred to the IEP team to review and determine if the incident constitutes a need to modify the positive behavioral intervention plan.**

**CONTRACTOR shall not utilize, authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to cause physical pain; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to LEA student's face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is**

designed to subject, used to subject, or likely to subject LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a limited emergency intervention by CONTRACTOR's trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion, unless it is in a facility otherwise licensed or permitted by State law to use a locked room; (g) an intervention that precludes adequate supervision of the individual; or (h) an intervention that deprives the individual of one or more of his or her senses.

### **31. STUDENT DISCIPLINE**

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

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall submit a written discipline report within 24 hours to LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10<sup>th</sup>) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

### **32. IEP TEAM MEETINGS**

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school and/or by the nonpublic agency; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366(a)(2)(B)(i) and (ii) and pursuant to California Education Code section 56345(b)(4).) If a LEA student is to be transferred from a nonpublic school setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP Team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and LEA. CONTRACTOR shall provide to LEA, at no cost and prior to an annual or triennial IEP Team meeting, documentation which shows progress on goals and any and all assessments and written assessment reports (including testing protocols) created by CONTRACTOR and any of its agents or subcontractors, upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR's professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the Special Education Information System (SEIS) or other comparable program/system as designated by LEA at LEA's discretion, for all IEP planning and progress reporting. LEA or SELPA shall provide training for any nonpublic school and nonpublic agency to assure access to SEIS or the comparable program/system designated for use by LEA. The nonpublic

school and/or nonpublic agency shall maintain confidentiality of all IEP data on SEIS or comparable program/system and shall protect the password requirements of the system. When a student disenrolls from the nonpublic school or stops receiving services from the nonpublic agency, such CONTRACTOR shall discontinue use of SEIS and/or comparable program/system for that student.

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

**33. SURROGATE PARENTS**

CONTRACTOR shall comply with all LEA surrogate parent assignments.

**34. DUE PROCESS PROCEEDINGS**

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

**35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination policies pursuant to Title 5 of the California Code of Regulations section 4960(a); (3) Sexual Harassment Policies pursuant to California Education Code 231.5 (a), (b) and (c); (4) Title IX Student Grievance Procedure pursuant to Title 34 of the Code of Federal Regulations sections 106.8(a) and 106.9(a); (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPPA); and (6) Notification and Complaint Procedures for Disability Access, pursuant to 42 U.S.C. §§ 12101 et seq., Title 34 of the Code of Federal Regulations section 104. CONTRACTOR shall include verification of these procedures to LEA.

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

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

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



**CONTRACTOR shall complete academic or other assessment of LEA student one month prior to LEA student's annual or triennial review IEP team meeting for the purpose of reporting LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. Reports shall be provided to the District no later than the day before an annual or triennial IEP team meeting. CONTRACTOR shall maintain all supporting documentation including but not limited to test protocols and data collection, which shall be made available to LEA within 5 business days of request.**

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

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

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

### **37. TRANSCRIPTS**

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

### **38. LEA STUDENT CHANGE OF RESIDENCE**

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

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

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

**CONTRACTOR shall immediately report, by telephone, with a follow-up written notification within five (5) business days to LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call on LEA approved forms and submit to LEA and the Department of Education, if required, within five (5)**

business days of the withdrawal. CONTRACTOR shall assist LEA to verify and clear potential dropouts three times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress (AYP).

#### **40. PARENT ACCESS**

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

CONTRACTOR, if operating a program with a residential component, shall ensure that parents obtain prior written authorization for therapeutic visits from both the CONTRACTOR and LEA.

CONTRACTORS providing services in the student's home as specified in the IEP shall assure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

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

CONTRACTORS operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA.

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

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

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

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

**CONTRACTORS** providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by **CONTRACTOR** to parents or guardians, in either verbal or written form, shall be reported to LEA.

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

**42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS**

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

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

If **CONTRACTOR** is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), **CONTRACTOR** shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1411 *et seq.* and Education Code section 56000, *et seq.*; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Title 5, California Code of Regulations section 3001 *et seq.*, Title 2, California Code of Regulations section 60100 *et seq.* regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in LEA student's IEPs.

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

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

**43. STATE MEAL MANDATE**

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

**44. MONITORING**

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

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

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

CONTRACTOR shall fully participate in any LEA and CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by LEA. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

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

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

**PERSONNEL**

**45. CLEARANCE REQUIREMENTS**

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for all of CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to LEA that none of its employees, volunteers, or subcontractors who will have or likely may have any direct contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony,

he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

The passage of AB 389 amends Education Code sections 44237 and 56366.1 as to the verification that the CONTRACTOR has received a successful criminal background check clearance and has enrolled in subsequent arrest notice service, as specified, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. Further this bill deletes the exemption for applicants possessing a valid California state teaching credential or who are currently licensed by another state agency that requires a criminal record summary, from submitting 2 sets of fingerprints for the purpose of obtaining a criminal record summary from the Department of Justice and the Federal Bureau of Investigation. Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notice service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service as required by California Penal Code section 11105.2 for all staff shall be provided upon request.

#### **46. STAFF QUALIFICATIONS**

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

CONTRACTOR shall ensure that each special education teacher meets the Highly Qualified Teacher requirements and holds a full and valid non-expired CTC credential authorizing instruction to students with the disabling conditions placed in the teacher's classroom through documentation provided to the CDE (5 CCR 3064(a)).

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

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

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma and at least one of the following qualifications: (a) completed at least 2 years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate.

CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

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

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

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

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within thirty (30) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period during which such person is providing services under this Master Contract. Failure to notify LEA of changes in licenses, certifications or suspensions shall be good cause for termination of this Master Contract by LEA.

Failure to notify LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and shall also suffice as good cause for the suspension or termination of this Master Contract by LEA.

**48. STAFF ABSENCE**

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

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

circumstances, unless otherwise agreed to in writing by CONTRACTOR and an authorized LEA representative.

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

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

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

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or an LEA-approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to LEA. It is understood that unless otherwise agreed to by LEA, a public school credentialed teacher is responsible for the instructional program and all nonpublic agency related service providers shall work collaboratively with the teacher who shall remain in charge of supervising the instructional program.

**HEALTH AND SAFETY MANDATES**

**50. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et seq., and 49406, and Health and Safety Code section 121545 regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

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

**51. FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 of the California Code of Regulations section 550. During the duration of this Agreement, if CONTRACTOR is subject to fines, penalties and findings of non-compliance, CONTRACTOR shall assume any and all responsibilities for payment of such financial obligations. CONTRACTOR shall also be fully responsible for any structural changes and/or

modifications to CONTRACTOR's facilities as required to comply with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify LEA or CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by LEA.

In signing this Agreement, CONTRACTOR certifies that its facilities either comply with federal and state and local laws regarding disability access, or possesses and has available upon demand, a self-evaluation and/or transition plan in accordance with said laws.

## **52. ADMINISTRATION OF MEDICATION**

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

In the event there is an LEA student who is on a prescription medication regimen, the CONTRACTOR is to: (a) first obtain a copy of the *Medication Assistance Authorization* form available from LEA student's primary regional or site nurse; or (b) in the event the student does not take prescription medication during the school day, but would only take such medication while in the care, custody and control of the CONTRACTOR, prior to the commencement of services to LEA student, CONTRACTOR is to obtain a signed *Medication Assistance Authorization* form through their District contact/staff in the Learning Support Services Department. Both the District and CONTRACTOR retain a copy of the Authorization.

## **53. INCIDENT/ACCIDENT REPORTING**

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

## **54. CHILD ABUSE REPORTING**

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

CONTRACTOR is to read and become familiar with the District's *Mandated Child Abuse and Neglect Reporting Manual*, available on the District's Risk Management Web Site at:  
<http://www.egusd.net/riskmanagement/Info-MandRep.html>.



In the event there is suspicion of abuse conducted by District staff (e.g. a student reports to CONTRACTOR staff of abuse from District staff), CONTRACTOR is to file the appropriate report to the Sacramento County Sheriff. CONTRACTOR is also to confidentially notify the Risk Management Department (Risk Manager) of the report. CONTRACTOR is to cooperate with any investigation conducted by the District in connection with such report.

**55. SEXUAL HARASSMENT/DISCRIMINATION**

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

**56. REPORTING OF MISSING CHILDREN**

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

**FINANCIAL**

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

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

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

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

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on a LEA form with signatures in the manner prescribed by LEA. Contractor will submit invoices using the format provided by LEA. At the request of LEA, invoices may require the following information: name of LEA student for whom service was provided; the type of service provided; (if payment for assessment is approved by LEA pursuant to Section 36 of this Master

Contract, the invoice must describe whether the assessment was prepared for an initial, annual, amended, or triennial IEP; month of service; specific dates (date, month, year and times) of services coordinated pursuant to LEA-approved calendar unless otherwise specified in the IEP or agreed to by LEA; name of staff who provided the service and that individual's licensing and credentials; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; and verification that progress reports have been provided consistent with IEP Benchmark Dates unless otherwise specified on the ISA. In the event services were not provided, rationale for why the services were not provided shall be included.

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

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

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

#### **58. RIGHT TO WITHHOLD PAYMENT**

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (b) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (c) CONTRACTOR has failed to provide supporting documentation with an invoice; (d) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (e) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (f) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA with five (5) days of such confirmation; (g) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student; (h) CONTRACTOR fails to provide the required liability/insurance documentation as outlined in Section 16; or (i) CONTRACTOR has otherwise failed to perform, in whole or in part, under the terms of this Master Contract. It is understood that no payments shall be made for any invoices that are not received by six months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for

regular ongoing operations. In addition, final payment may be withheld by LEA until completion of a review or audit, if deemed necessary by LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

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

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

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

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

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

## **59. PAYMENT FROM OUTSIDE AGENCIES**

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

## **60. PAYMENT FOR ABSENCES**

### **NONPUBLIC SCHOOL STAFF ABSENCE**

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

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

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

#### **NONPUBLIC SCHOOL STUDENT ABSENCE**

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

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

#### **NONPUBLIC AGENCY STAFF ABSENCE**

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

#### **NONPUBLIC AGENCY STUDENT ABSENCE**

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a LEA student no later than the fifth (5th) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

### **61. INSPECTION AND AUDIT**

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

CONTRACTOR shall provide LEA access to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers, dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service

subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

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

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

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

## **62. RATE SCHEDULE**

The attached rate schedule (Exhibit A) limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally.

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

When CONTRACTOR is a nonpublic school associated with a Residential Treatment Center (NPS/RTC), Educationally Related Mental Health Services (ERMHS) are provided in an integrated, intensive, educationally related therapeutic residential setting which includes social emotional/behavior support through individual counseling, group counseling, family consultation and support, as appropriate. It is a collaborative model which includes educational professionals and related service providers, where all supports and services are integrated in the NPS/RTC program. Educationally Related Mental Health Services (ERMHS) costs are all inclusive and combined with the daily rate as ERMHS+RB (ERMHS + Room and Board). ERMHS plus Room and Board payments are based on Positive attendance (payable for up to a maximum of 365 days) only, with up to a maximum of 10 days payment per student, per contract year, when a bed is unoccupied, for home visits of a therapeutic nature.

## **63. DEBARMENT CERTIFICATION**

By signing this agreement, CONTRACTOR certifies that:

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

The Parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1<sup>st</sup> day of July 2014 and terminates at 5:00 P.M. on June 30, 2015, unless sooner terminated as provided herein.

CONTRACTOR  
POINT QUEST EDUCATION

Nonpublic School/Agency

By:

Ronda Jagers 6/1/15  
Signature Date

RONDA JAGGERS, CEO/DIRECTOR OF ED.  
Name and Title of Authorized  
Representative

LEA  
CENTER JOINT UNIFIED

By:

Scott A. Loehr 5/29/15  
Signature Date

By:

SCOTT A LOEHR, SUPERINTENDENT  
Name and Title of Authorized  
Representative

Notices to CONTRACTOR shall be addressed to:

RONDA JAGGERS, CEO/DIRECTOR OF ED.

Name and Title

POINT QUEST EDUCATION, INC.

Nonpublic School/Agency/Related Service Provider  
6600 44<sup>TH</sup> STREET

Address

SACRAMENTO, CA 95823

City

916-422-0571

State

916-422-0160

Zip

Phone

Fax

rbeine@pointquested.com

Email\*

(\*Required)

Notices to LEA shall be addressed to:

SCOTT A LOEHR, SUPERINTENDENT

Name and Title

CENTER JOINT UNIFIED

LEA

8408 WATT AVENUE, RM 1-SPEC ED

Address

ANTELOPE, CA 95843

City

916-338-6320

State

916-338-6329

Zip

Phone

Fax

probinson@centerusd.org

PAULA ROBINSON, EXECUTIVE ASSISTANT

Email

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

---

**Name and Title**

---

**LEA**

---

**Address**

---

**City**

**State**

**Zip**

---

**Phone**

**Fax**

---

**Email**

---

**EXHIBIT A: RATES - NON-PUBLIC SCHOOL ONLY - 2014-2015 CONTRACT YEAR**

**CONTRACTOR** POINT QUEST ED, INC. **CONTRACTOR NUMBER** 16 **2014-2015**  
**(NONPUBLIC SCHOOL)** (CONTRACT YEAR)

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

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

Payment under this contract may not exceed \_\_\_\_\_  
Total LEA enrollment may not exceed \_\_\_\_\_  
(per Master Contract Section 62)

**A. Basic Education Program/Special Education Instruction**  
**Basic Education Program/Dual Enrollment**

Rate	Period
<u>\$129.13</u>	<u>6/30/15</u>

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

**B. Related Services**

(1)	a. Transportation - Round Trip (NPS only, unless otherwise agreed to by LEA)		
	b. Transportation - One Way (NPS only, unless otherwise agreed to by LEA)	<u>\$17.74</u>	<u>6/30/15</u>
	c. Transportation-Dual Enrollment		
	d. Public Transportation		
	e. Parent*		
(2)	a. Educational Counseling - Individual		
	b. Educational Counseling - Group of		
	c. Counseling - Parent		
(3)	a. Adapted Physical Education - Individual		
	b. Adapted Physical Education - Group of _____		
	c. Adapted Physical Education - Group of _____		
(4)	a. Language and Speech Therapy - Individual		
	b. Language and Speech Therapy - Group of 2		
	c. Language and Speech Therapy - Group of 3		
	d. Language and Speech Audiology		
	e. Language and Speech - Consultation Rate		
(5)	a. Additional Instructional Assistant - Individual (must be authorized on IEP)		
	b. Additional Instructional Assistant - Group of 2		
	c. Additional Instructional Assistant - Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy - Individual		
	b. Occupational Therapy - Group of 2		
	c. Occupational Therapy - Group of 3		
	d. Occupational Therapy - Group of 4 - 7		
	e. Occupational Therapy - Consultation Rate		
(9)	Physical Therapy		
(10)	a. Behavior Intervention - BII		
	b. Behavior Intervention - BID		
	Provided by: _____		
(11)	Nursing Services		

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

\*\*By credentialed Special Education Teacher



***Center Joint Unified School District***

**AGENDA REQUEST FOR:**

**Dept./Site:** Special Education

**Date:** August 19, 2015

**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.

2014/15-261

CTEC

\$ 645.00

2014/15-262-264

Easter Seals

\$ 1,680.00

**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:** Special Education

**Date:** August 19, 2015

**Action Item**   X  

**To:** Board of Trustees

**Information Item**

**From:** Scott Loehr, Superintendent

**# Attached Pages**

**Initials:** S.L.

**SUBJECT:** 2015/2016 Master Contracts

Please ratify the following Master Contracts for special education students to receive services at nonpublic schools/agencies during the 2015/16 fiscal year.

Aldar Academy

C.C.H.A.T. Center (Children's Choice for Hearing and Talking)

Guiding Hands School

Placer Learning Center

Point Quest Education

Capitol Academy

Easter Seal Society of CA

American River Speech

Bright Futures Therapy

Med Trans

**RECOMMENDATION:** CJUSD Board of Trustees to ratify Master Contracts for the 2015/2016 school year.

**CONSENT AGENDA**

SACRAMENTO COUNTY  
SELPA

*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

*2015–2016*

# MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

District CENTER JOINT UNIFIED

Contract Year 2015-2016

X Nonpublic School  
       Nonpublic Agency

**Type of Contract:**

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

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

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

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

**DISTRICT MASTER CONTRACT  
GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL/AGENCY SERVICES  
2015-2016**

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**DISTRICT MASTER CONTRACT  
GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL/AGENCY SERVICES  
2015-2016**

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2015-2016

CONTRACT NUMBER: 2015/16.01

LEA:

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NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: ALDAR ACADEMY  
NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
MASTER CONTRACT

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract is entered into on July 1, 2015, between the ALDAR ACADEMY (hereinafter referred to as the local educational agency "LEA" or "District") and CENTER JOINT UNIFIED SCHOOL DISTRICT (nonpublic, nonsectarian school or agency, hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR, an Individual Services Agreement (hereinafter referred to as "ISA"), along with a Nonpublic Services Student Enrollment form. CONTRACTOR shall work with LEA to complete and return these forms to LEA prior to initiating any services for any student.

Unless otherwise agreed in writing, the ISA and the Nonpublic Services Student Enrollment form shall acknowledge CONTRACTOR'S obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of an LEA student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR. As available and appropriate, LEA shall make available access to any electronic IEP system and/or electronic database for ISA development, including invoicing.

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

**2. CERTIFICATION AND LICENSES**

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

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

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

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

With respect to CONTRACTOR'S certification, failure to notify LEA and CDE of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and shall also be good cause for the suspension or termination of this Master Contract by LEA.

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

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless CONTRACTOR and LEA specifically agree, in writing, that a policy or policies, or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 15 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR'S failure to comply with applicable LEA policies (e.g., those policies relating to the provision of special education and/or related services, facilities for individuals with exceptional needs, LEA student enrollment and transfer, LEA student inactive status, corporal punishment, student discipline, and positive behavior interventions).

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

### **4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2015 to June 30, 2016 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2015. (Title 5 California Code of Regulations section 3062(d).) In the event a Master Contract is not renegotiated by June 30<sup>th</sup>, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR'S ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.



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

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

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

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. LEA may require additional information as applicable. If the application packet is not completed and returned to LEA, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2).) In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the discretion of LEA.

**6. INDIVIDUAL SERVICES AGREEMENT**

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

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

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and LEA agree otherwise in the ISA. (California Education Code section 56366(a)(5) and Title 5 of the California Code of Regulations section 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to an LEA student as a result of lack of provision of services while the student was served by the nonpublic school or agency.

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

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

## **7. DEFINITIONS**

The following definitions shall apply for purposes of this contract:

- a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.
- b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood that a representative of the Special Education Local Plan Area (SELPA) of which LEA is a member is an authorized LEA representative in collaboration with LEA. LEA maintains sole responsibility for the Master Contract, unless otherwise specified in the Master Contract.
- c. The term "credential" means a valid credential, life diploma, permit, or document in special education or Pupil Personnel Services issued by, or under the jurisdiction of, the California State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. As defined in Title 5 of the California Code of Regulations section 3001(r), the term "qualified" means that a person has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services (which can include but is not limited to those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 (qualifications of "highly qualified teacher") and 200.58 (qualifications of paraprofessionals), and those requirements set forth in Title 5 of the California Code of Regulations sections 3064 (staff qualifications for special education instruction) and 3065 (staff qualifications for related services), and Education Code section 56366.1(n)(1)), or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code and the scope of practice as defined by the licensing or credentialing body. Nothing in this definition shall be construed as restricting the activities or services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations.
- e. The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. This includes, but is not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- f. "Parent" means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other

relative with whom the child lives, or an individual who is legally responsible for the child's welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Title 34 of the Code of Federal Regulations sections 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

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

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

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

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

### **9. MAINTENANCE OF RECORDS**

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

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR'S employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from LEA student's record. Such log needs to record access to LEA student's records by: (a) LEA student's parent; (b) an individual to whom written consent has been executed by LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward all records within ten (10) business days to LEA. These shall include, but not be limited to, current transcripts, IEP/IFSPs, and reports. LEA shall have access to and receive copies of any and all documents required to be maintained by CONTRACTOR within five (5) business days of a request.

**10. SEVERABILITY CLAUSE**

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

**11. SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR'S successors and assignees. CONTRACTOR shall notify LEA, in writing, of any change of ownership or corporate control within ten (10) business days of such change.

**12. VENUE AND GOVERNING LAW**

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

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

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

**14. TERMINATION**

This Master Contract or an Individual Service Agreement may be terminated for cause. Cause shall include but not be limited to non-maintenance of current nonpublic school certification, failure of either LEA or the CONTRACTOR to maintain the standards required under the Master Contract and/or Individual Services Agreement, or other material breach of the contract by CONTRACTOR or LEA. For purposes of Non Public School placement, the cause shall not be the availability of a public class initiated during the period of the Master Contract or ISA unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the Master Contract, either party shall give twenty (20) days prior written notice to the other party pursuant to California Education Code section 56366(a)(4), or immediately if the CONTRACTOR and LEA mutually agree that there are significant health or safety concerns. At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this

Master Contract. CONTRACTOR or LEA may also terminate an individual ISA for cause, without terminating the Master Contract in its entirety. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

## 15. INDEMNIFICATION AND HOLD HARMLESS

Except with respect to claims arising from a Party's separate negligence or willful acts, which shall remain that Party's personal obligation, each Party agrees to defend, indemnify and hold harmless the other Party and its directors, officers, and employees with respect to a claim arising from the Party's actual or alleged act, failure to act, error, or omission in the performance of their obligations under this Agreement or any governing law or regulations.

## 16. INSURANCE

LEA and CONTRACTOR agree to purchase and/or maintain through the duration of this Agreement insurance or liability coverage (such as liability coverage provided by a Joint Powers Agency) ensuring their ability to meet their respective defense and indemnity obligations as set forth in this Agreement. Such insurance or liability coverage shall have a limit of liability of no less than \$1,000,000 per claim/occurrence, and \$2,000,000 in the aggregate.

### **Lines of Insurance/Coverage**

The insurance or liability coverage shall include, as may be reasonable and appropriate given the acts and activities contemplated by this Agreement, commercial general liability, premises liability, automobile liability (owned, non-owned, and hired), professional liability/errors and omissions, employer's liability, product liability, completed operations, and/or educator's legal liability coverages.

For the acts and activities contemplated by this Agreement, at a minimum, CONTRACTOR shall provide the following insurances/coverages:

- a. **Commercial General Liability** if the operations of CONTRACTOR involve direct and/or indirect control over or manipulation of student bodily parts, including but not limited to limbs, upper and lower extremities, neck and back, regardless of the location or premises services are provided (i.e. whether services are provided on District property, or property owned, borrowed, rented or leased by CONTRACTOR.)
  - (i) Covered property includes – if applicable according to CONTRACTOR services provided, District property and student property (e.g. wheelchairs, durable medical equipment, assistive technology devices.)
- b. **Professional Liability or Errors and Omissions Liability** since all CONTRACTORS are providing professional or specialized services.
  - (i) Including molestation and abuse, by endorsement if not already in manuscript form.
- c. **Commercial Automobile Liability** if CONTRACTOR is going to operate a vehicle on District property or transport students in any capacity.<sup>1</sup>

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<sup>1</sup> Conditions for coverage regarding transportation of students:

Unless authorized by written agreement including the parent, CONTRACTOR is not to transport students.

If students need transportation to/from the CONTRACTOR'S premises where services are provided, or any other location involving CONTRACTOR'S services, transportation of the student is to be provided by District transportation.

- (i) Limits of liability shall include a minimum of \$1,000,000 combined single unit.
- d. **Premises Liability** (if not included in General Liability) if services are provided on property owned, rented, leased or controlled by CONTRACTOR.
- e. **Educator's Legal Liability** (if not covered under Professional or Errors and Omissions Liabilities), if services include, within LEA's standards, the development and delivery of curriculum.

**Additional Insured Endorsement:**

To the full extent of the Parties' respective indemnity obligations, including the minimum limit of liability set forth above, the Parties' insurance or liability coverage agreements shall also be endorsed to extend "additional insured" or "additional covered party" status to all proposed indemnitees.

**Primary Insurance/Coverage:**

In addition to the "Additional Insured Endorsement" as stated above, said insurance/coverage policies shall include or be endorsed (copy of Endorsement attached to Certificate of Insurance) to the extent that each line of insurance/coverage under this Agreement shall apply as primary, and that any other insurance/coverage maintained by the Parties shall be excess only and not contributing with the insurance/coverage afforded by the other.

**Other Insurance/Coverage:**

Each Party also represents that for the period of this Agreement they will also purchase and maintain [real or personal property insurance or coverage, as well as any] insurance or liability coverage as required by law or regulation, including workers' compensation coverage.

**Workers' Compensation Waiver of Subrogation:**

To the fullest extent permitted by law, CONTRACTOR and its directors, officers, agents, employees, volunteers and guests waive all opportunities of subrogation against LEA for any and all claims for bodily and personal injury, including employers' liability (Coverages A and B) and third party over actions against LEA and its elected and appointed officials, directors, officers, agents, employees, volunteers and guests.

**Certificate of Insurance/Coverage:**

With respect to such required coverage(s) pursuant to this Agreement, each Party shall provide evidence of such coverage(s) by way of a Certificate of Insurance or Certificate of Coverage, issued by a duly authorized representative of the insurer or coverage provider. A copy of each endorsement in order to effect the indemnity obligations of this contract shall be attached to said Certificate, and such Certificate shall not be valid without said endorsement(s).

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If under specified circumstances, and District transportation is not available, transportation of the student is not authorized without parental completion of a *Student Alternate Transportation Form*. Completion of this form is required even if the parent is to transport the student where otherwise District transportation would have been provided in order to receive contracted services.

Any driver (including parents) while on District business must submit prior to commencement of services, a completed and accepted *Employee and Volunteer Personal Automobile Use Form*. This form is to be completed if the transportation of students is for services under this Agreement.

**Survivability:**

The Parties' indemnity and coverage obligations shall survive the termination of this Agreement with respect to any claim arising from the Parties' actual or alleged performance or non-performance of their respective rights, privileges, or obligations existing under this Agreement.

**Joint Interests:**

For the duration of this Agreement, with respect to the fulfillment of each Parties' obligations pursuant to this Agreement, each Party agrees to provide the other's designee (e.g. Risk Management Department) with notification of bodily injury, personal injury or loss of property to each Parties' officials, employees, agents, volunteers, guests and third parties, within 5 calendar days of the date of occurrence of such loss, but no later than 5 calendar days of the date of the Party's knowledge of the loss.

In the event of such loss, the Parties agree to take all steps reasonable or necessary to cooperate in investigating the occurrence of each loss, and in resolving or mitigating losses with the affected or third party.

In the event of a claim covered by these provisions, the Parties agree to take all steps reasonable or necessary to cooperate in defending and protecting their joint interests, including efforts to reduce defense costs (through joint representation whenever possible), expenses and potential liability exposures.

**Injury and Illness Prevention:**

Each Party also represents that for the period of this Agreement, they will maintain and enforce an Injury and Illness Prevention Program as required by law or regulation, including all required standards and requirements under such law/regulation (e.g. blood borne pathogen, ergonomic, reporting of serious injury/illness), and agree to take all steps reasonable or necessary to cooperate in ensuring compliance. Documentation or recordkeeping to the same will be made available to the other Party upon request.

**17. INDEPENDENT CONTRACTOR**

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

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

**18. SUBCONTRACTING**

CONTRACTOR shall not enter into any subcontracting relationship without first obtaining final written approval of LEA. Should CONTRACTOR wish to subcontract for special education and/or related services pursuant to this Master Contract, it must provide written notification to LEA before any subcontracting arrangement is made. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR'S original request and CONTRACTOR shall not subcontract for said services.

Should LEA approve in concept, of CONTRACTOR subcontracting for services, CONTRACTOR shall submit to LEA for approval the proposed subcontract. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent possible. Furthermore, when CONTRACTOR creates subcontracts for the provision of special education and/or related services (including without limitation, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain indemnification and insurance requirements which comply with the provisions of Sections 15 and 16 of this Master Contract, for the duration of the term of each subcontract. If a proposed subcontract is approved by LEA, each subcontractor must furnish LEA with original endorsements and certificates of insurance effective coverage required by Section 16 of this Master Contract. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Unless otherwise agreed to by LEA, the endorsements are to be on forms provided by the LEA. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured. All endorsements are to be received and approved by LEA before the subcontractor's work commences. In addition, all sub-contractors must meet the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Master Contract. No subcontract shall be considered final without LEA approval.

## **19. CONFLICTS OF INTEREST**

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

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

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

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from LEA through due process proceedings.



## **20. NON-DISCRIMINATION**

CONTRACTOR shall not unlawfully discriminate on the basis of race, gender, ethnic groups, identification, ancestry, religion, sex, national origin, age, sexual orientation, or mental or physical disability or on the basis of a person's association with a person or groups with one or more of these actual or perceived characteristics, or any other classification provided by federal or state law, in employment or operation of its programs.

## **EDUCATIONAL PROGRAM**

### **21. FREE AND APPROPRIATE PUBLIC EDUCATION**

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

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in LEA student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of LEA student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall ensure that facilities are adequate to provide all LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for LEA student to receive a free appropriate public education after: (a) written notification to LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by LEA of the written notification and a written acknowledgment signed by LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

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

### **22. GENERAL PROGRAM OF INSTRUCTION**

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.* and shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR'S general program of instruction shall: (a) utilize evidence-based practices and predictors and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in LEA

student's IEP and ISA. LEA students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school: (b) college preparation courses; (c) extracurricular activities such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. When appropriate, CONTRACTOR shall utilize the designated curriculum guidelines for students with moderate to severe disabilities who participate in the State's alternative assessment. These students shall have access to the core content, activities, and instructional materials delineated within these curriculum guidelines. CONTRACTOR'S general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

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

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

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services unless LEA and CONTRACTOR agree otherwise in writing.

## **23. INSTRUCTIONAL MINUTES**

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

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

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

#### **24. CLASS SIZE**

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

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

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

#### **25. CALENDARS**

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

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

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

CONTRACTOR shall observe only the same legal holidays as LEA. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to LEA-developed/approved calendar; or as specified in LEA student's IEP and ISA. Unless otherwise specified in LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that LEA student's school of attendance is in session and LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on LEA calendar unless CONTRACTOR and LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

## **26. DATA REPORTING**

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

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

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

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

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

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

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

When CONTRACTOR is a nonpublic school, per implementation of Assembly Bill 484, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress ("CAASP"), Desired Results Developmental Profile ("DRDP"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, California English Language Development Test ("CELDT"), and the California High School Exit Examination, as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

**29. MANDATED ATTENDANCE AT LEA MEETINGS**

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

**30. POSITIVE BEHAVIOR INTERVENTIONS**

CONTRACTOR shall comply with all requirements of Education Code section 56521.1 and 56521.2 regarding positive behavior interventions. Failure to do so shall constitute sufficient cause for contract termination.

LEA students who exhibit serious behavioral challenges must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the individualized education program ("IEP") team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan (BIP), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy consistent with California Education Code section 56521.1 regarding emergency interventions and Behavioral Emergency Reports ("BERs"). Evidence of such training shall be submitted to the LEA at the beginning of the school year and within 6 days of any new hire. CONTRACTOR shall also ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. Training includes certification with an approved SELPA crisis intervention program.

Pursuant to Education Code section 56521.1 emergency interventions shall not be used as a substitute for a BIP, and instead may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the LEA student, or others. Before emergency interventions may be applied, the behavior must be of the kind that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. Emergency interventions shall not be employed longer than necessary to contain the behavior. If a situation requires prolonged use of an emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

To prevent emergency interventions from being used in lieu of planned, systematic behavioral interventions, the parent, guardian, and residential care provider, if appropriate, shall be notified if an emergency intervention is used or serious property damage occurs. CONTRACTOR shall immediately complete and maintain in the file of LEA student, a BER which shall include all of the following: (1) The name and age of the individual with exceptional needs; (2) The setting and location of the incident; (3) The

name of the staff or other persons involved; (4) A description of the incident and the emergency intervention used, and whether the LEA student is currently engaged in any systematic behavioral intervention plan; and (5) Details of any injuries sustained by LEA student or others, including staff, as a result of the incident. The BER shall be submitted to LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall also notify Parent within twenty-four (24) hours via telephone.

Consistent with the requirements of California Education Code section 56521.1(g), if a BER is written regarding an LEA student who does not have a behavior intervention plan, the designated responsible administrator shall, within two days, schedule an IEP Team meeting to review the emergency report, to determine the necessity for a functional behavioral assessment, and to determine the necessity for an interim plan. The IEP Team shall document the reasons for not conducting the functional behavioral assessment, not developing an interim plan, or both. Consistent with the requirements of California Education Code section 56521.1(h), if a behavioral emergency report is written regarding an LEA student who has a positive behavioral intervention plan, an incident involving a previously unseen serious behavior problem, or where a previously designed intervention is ineffective, shall be referred to the IEP team to review and determine if the incident constitutes a need to modify the positive behavioral intervention plan.

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

### **31. STUDENT DISCIPLINE**

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

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall submit a written discipline report within 24 hours to LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10<sup>th</sup>) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

### **32. IEP TEAM MEETINGS**

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school and/or by the nonpublic agency; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366(a)(2)(B)(i) and (ii) and pursuant to California Education Code section 56345(b)(4).) If an LEA student is to be transferred from a nonpublic school setting into a regular class

setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP Team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and LEA. CONTRACTOR shall provide to LEA, at no cost and prior to an annual or triennial IEP Team meeting, documentation which shows progress on goals and any and all assessments and written assessment reports (including testing protocols) created by CONTRACTOR and any of its agents or subcontractors, upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

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

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

### **33. SURROGATE PARENTS**

CONTRACTOR shall comply with all LEA surrogate parent assignments.

### **34. DUE PROCESS PROCEEDINGS**

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

### **35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination

policies pursuant to Title 5 of the California Code of Regulations section 4960(a); (3) Sexual Harassment Policies pursuant to California Education Code 231.5 (a), (b) and (c); (4) Title IX Student Grievance Procedures pursuant to Title 34 of the Code of Federal Regulations sections 106.8(a) and 106.9(a); (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPPA); and (6) Notification and Complaint Procedures for Disability Access, pursuant to 42 U.S.C. §§ 12101 *et seq.*, Title 34 of the Code of Federal Regulations section 104. CONTRACTOR shall include verification of these procedures to LEA.

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

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

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

CONTRACTOR shall complete academic or other assessment of LEA student one month prior to LEA student's annual or triennial review IEP team meeting for the purpose of reporting LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. Sufficient copies of reports, projected goals and/or any other relevant documents to be reviewed by the IEP Team shall be provided to the District no later than five (5) business days prior to an annual or triennial IEP team meeting. CONTRACTOR shall maintain all supporting documentation including but not limited to test protocols and data collection, which shall be made available to LEA within 5 business days of request.

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

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

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

### **37. TRANSCRIPTS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine through twelve inclusive. CONTRACTOR shall submit all transcripts on LEA approved forms to LEA student's school of residence,



for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to LEA names of LEA students and their schools of residence for whom transcripts have been submitted as specified by LEA.

**38. LEA STUDENT CHANGE OF RESIDENCE**

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

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

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

CONTRACTOR shall immediately report, by telephone, with a follow-up written notification within five (5) business days to LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call on LEA approved forms and submit to LEA and the Department of Education, if required, within five (5) business days of the withdrawal, including a student's change in residence to a residence outside of LEA service boundaries, and the student's discharge against professional advice from a Nonpublic School/Residential Treatment Center (NPS/RTC). CONTRACTOR shall assist LEA to verify and clear potential dropouts three times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress (AYP).

**40. PARENT ACCESS**

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

CONTRACTOR, if operating a program with a residential component, shall ensure that parents obtain prior written authorization for therapeutic visits from both the CONTRACTOR and LEA.

CONTRACTORS providing services in the student's home as specified in the IEP shall assure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

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

CONTRACTORS operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR

and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA.

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

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

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

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

CONTRACTORS providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to LEA.

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

**42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS**

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

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

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1411 *et seq.* and Education Code section 56000, *et seq.*; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Title 5, California Code of Regulations section 3001 *et seq.*, Title 2, California Code of Regulations section 60100 *et seq.* regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in LEA student's IEPs.

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

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

#### **43. STATE MEAL MANDATE**

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

#### **44. MONITORING**

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

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

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

CONTRACTOR shall fully participate in any LEA and CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by LEA. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

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

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

## PERSONNEL

### 45. CLEARANCE REQUIREMENTS

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

The passage of AB 389 amends Education Code sections 44237 and 56366.1 as to the verification that the CONTRACTOR has received a successful criminal background check clearance and has enrolled in subsequent arrest notice service, as specified, **for each owner, operator, and employee of the nonpublic, nonsectarian school or agency**. Further this bill deletes the exemption for applicants possessing a valid California state teaching credential or who are currently licensed by another state agency that requires a criminal record summary, from submitting 2 sets of fingerprints for the purpose of obtaining a criminal record summary from the Department of Justice and the Federal Bureau of Investigation. Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notice service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service as required by California Penal Code section 11105.2 for all staff shall be provided upon request.

### 46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or to provide related services are qualified as defined in Section 7(d) of this Mater Contract, including but not limited to holding a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with Education Code section 56366.1(n)(1); are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58; and are qualified consistent with Title 5 of the California Code of Regulations, sections 3064 and 3065, as applicable. Qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that each special education teacher meets the Highly Qualified Teacher requirements and holds a full and valid non-expired CTC credential authorizing instruction to students with the disabling conditions placed in the teacher's classroom through documentation provided to the CDE (5 CCR 3064(a)).

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

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

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma and at least one of the following qualifications: (a) completed at least 2 years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

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

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

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

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within thirty (30) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period during which such person is providing services under this Master Contract. Failure to notify LEA of changes in licenses, certifications or suspensions shall be good cause for termination of this Master Contract by LEA.

Failure to notify LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and shall also suffice as good cause for the suspension or termination of this Master Contract by LEA.

**48. STAFF ABSENCE**

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

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

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

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

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

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or an LEA-approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to LEA. It is understood that unless otherwise agreed to by LEA, a public school credentialed teacher is responsible for the instructional program and all nonpublic agency related service providers shall work collaboratively with the teacher who shall remain in charge of supervising the instructional program.

**HEALTH AND SAFETY MANDATES**

**50. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR

shall comply with the requirements of California Education Code sections 35021 et seq., and 49406, and Health and Safety Code section 121545 regarding the examination of CONTRACTOR'S employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

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

## **51. FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 of the California Code of Regulations section 550. During the duration of this Agreement, if CONTRACTOR is subject to fines, penalties and findings of non-compliance, CONTRACTOR shall assume any and all responsibilities for payment of such financial obligations. CONTRACTOR shall also be fully responsible for any structural changes and/or modifications to CONTRACTOR'S facilities as required to comply with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify LEA or CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by LEA.

In signing this Agreement, CONTRACTOR certifies that its facilities either comply with federal and state and local laws regarding disability access, or possesses and has available upon demand, a self-evaluation and/or transition plan in accordance with said laws.

## **52. ADMINISTRATION OF MEDICATION**

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

In the event there is an LEA student who is on a prescription medication regimen, the CONTRACTOR is to: (a) first obtain a copy of the appropriate medication authorization form available from LEA student's primary regional or site nurse; or (b) in the event the student does not take prescription medication during the school day, but would only take such medication while in the care, custody and control of the CONTRACTOR, prior to the commencement of services to LEA student, CONTRACTOR is to obtain a signed copy of the appropriate medication authorization form from the District. Both the District and CONTRACTOR shall retain a copy of the Authorization.

**53. INCIDENT/ACCIDENT REPORTING**

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

**54. CHILD ABUSE REPORTING**

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

CONTRACTOR is to read and become familiar with the District's *Mandated Child Abuse and Neglect Reporting Manual*, available on the District's Risk Management Web Site at:  
<http://www.egusd.net/riskmanagement/Info-MandRep.html>.

In the event there is suspicion of abuse conducted by District staff (e.g. a student reports to CONTRACTOR staff of abuse from District staff), CONTRACTOR is to file the appropriate report to the Sacramento County Sheriff. CONTRACTOR is also to confidentially notify the Risk Management Department (Risk Manager) of the report. CONTRACTOR is to cooperate with any investigation conducted by the District in connection with such report.

**55. SEXUAL HARASSMENT/DISCRIMINATION**

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

**56. REPORTING OF MISSING CHILDREN**

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

**FINANCIAL**

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

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

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing, including requirements of electronic billing, as specified by LEA



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

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

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on a LEA form with signatures in the manner prescribed by LEA. Contractor will submit invoices using the format provided by LEA. At the request of LEA, invoices may require the following information: name of LEA student for whom service was provided; the type of service provided; (if payment for assessment is approved by LEA pursuant to Section 36 of this Master Contract, the invoice must describe whether the assessment was prepared for an initial, annual, amended, or triennial IEP; month of service; specific dates (date, month, year and times) of services coordinated pursuant to LEA-approved calendar unless otherwise specified in the IEP or agreed to by LEA; name of staff who provided the service and that individual's licensing and credentials; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; and verification that progress reports have been provided consistent with IEP Benchmark Dates unless otherwise specified on the ISA. In the event services were not provided, rationale for why the services were not provided shall be included.

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

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

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

## **58. RIGHT TO WITHHOLD PAYMENT**

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (b) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (c) CONTRACTOR has failed to provide supporting documentation with an invoice; (d) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (e) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR'S educational program; (f) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA with five (5) days of such confirmation; (g) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student; (h) CONTRACTOR fails to provide the required liability/insurance documentation as outlined in Section 16; or (i) CONTRACTOR has otherwise failed to perform, in whole or in part, under the terms of this Master Contract. It is understood that no payments shall be made for any invoices that are not received by six months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by LEA until completion of a review or audit, if deemed necessary by LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

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

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

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

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

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

**59. PAYMENT FROM OUTSIDE AGENCIES**

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

**60. PAYMENT FOR ABSENCES**

**NONPUBLIC SCHOOL STAFF ABSENCE**

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

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

**NONPUBLIC SCHOOL STUDENT ABSENCE**

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

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

**NONPUBLIC AGENCY STAFF ABSENCE**

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

## NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a LEA student no later than the fifth (5th) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

### 61. INSPECTION AND AUDIT

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

CONTRACTOR shall provide LEA access to all records as defined in Section 9 of this Master Contract. CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR'S offices (to be specified by LEA), at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR'S offices for purposes of interviewing CONTRACTOR'S employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to LEA, unless LEA agrees to the use of the electronic format.

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

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

### 62. RATE SCHEDULE

The attached rate schedules (Exhibits A and B) limit the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally.

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

When CONTRACTOR is a nonpublic school associated with a Residential Treatment Center (NPS/RTC), Educationally Related Mental Health Services (ERMHS) are provided in an integrated, intensive, educationally related therapeutic residential setting which includes social emotional/behavior support through individual counseling, group counseling, family consultation and support, as appropriate. It is a collaborative model which includes educational professionals and related service providers, where all supports and services are integrated in the NPS/RTC program. Educationally Related Mental Health Services (ERMHS) costs are all inclusive and combined with the daily rate as ERMHS+RB (ERMHS + Room and Board). ERMHS plus Room and Board payments are based on positive attendance (payable for up to a maximum of 365 days) only, with up to a maximum of 10 days payment per student, per contract year, when a bed is unoccupied, for home visits of a therapeutic nature.

### 63. DEBARMENT CERTIFICATION

By signing this agreement, CONTRACTOR certifies that:

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

The Parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1<sup>st</sup> day of July 2015 and terminates at 5:00 P.M. on June 30, 2016, unless sooner terminated as provided herein.

CONTRACTOR  
ALDAR ACADEMY

LEA  
CENTER JOINT UNIFIED

Nonpublic School/Agency

By:

Signature

Date

DANIEL RAMIREZ, PRINCIPAL

By:

June 22, 2015

Signature

Date

By:

SCOTT A. LOEHR, SUPERINTENDENT

Notices to CONTRACTOR shall be addressed to:

DANIEL RAMIREZ, PRINCIPAL

Name and Title

ALDAR ACADEMY

Nonpublic School/Agency/Related Service Provider  
4436 ENGLE ROAD

Address

SACRAMENTO, CA 95821

City

State

Zip

916-485-9685

916-485-9685

Phone

Fax

dramirez@alderacademy.org

Email\*

(\*Required)

Notices to LEA shall be addressed to:

SCOTT A. LOEHR, SUPERINTENDENT

Name and Title

CENTER JOINT UNIFIED

LEA

8408 WATT AVENUE

Address

ANTELOPE, CA 95843

City

State

Zip

916-338-6320

916-338-6329

Phone

Fax

probinson@centerusd.org

Email

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

---

Name and Title

---

LEA

---

Address

---

City

State

Zip

---

Phone

Fax

---

Email

---

**EXHIBIT A: RATES - NON-PUBLIC SCHOOL ONLY – 2015-2016 CONTRACT YEAR**

**CONTRACTOR** ALDAR ACADEMY **CONTRACTOR NUMBER** 2015/16.01 **2015-2016**  
**(NONPUBLIC SCHOOL)** (CONTRACT YEAR)

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

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

Payment under this contract may not exceed \_\_\_\_\_  
Total LEA enrollment may not exceed \_\_\_\_\_  
(per Master Contract Section 62)

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	<u>128.04</u>	<u>7/1/15-6/30/16</u>
Basic Education Program/Dual Enrollment	_____	_____

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

**B. Related Services**

(1)	a. Transportation – Round Trip (NPS only, unless otherwise agreed to by LEA)	<u>\$16.94</u>	<u>7/1/15-6/30/16</u>
	b. Transportation – One Way (NPS only, unless otherwise agreed to by LEA)	_____	_____
	c. Transportation-Dual Enrollment	_____	_____
	d. Public Transportation	_____	_____
	e. Parent*	_____	_____
(2)	a. Educational Counseling – Individual	_____	_____
	b. Educational Counseling – Group of	_____	_____
	c. Counseling – Parent	_____	_____
(3)	a. Adapted Physical Education – Individual	_____	_____
	b. Adapted Physical Education – Group of _____	_____	_____
	c. Adapted Physical Education – Group of _____	_____	_____
(4)	a. Language and Speech Therapy – Individual	<u>\$80.00</u>	<u>7/1/15-6/30/16</u>
	b. Language and Speech Therapy – Group of 2	_____	_____
	c. Language and Speech Therapy – Group of 3	_____	_____
	d. Language and Speech Therapy – Per diem	_____	_____
	e. Language and Speech - Consultation Rate	_____	_____
(5)	a. Additional Instructional Assistant - Individual (must be authorized on IEP)	_____	_____
	b. Additional Instructional Assistant – Group of 2	_____	_____
	c. Additional Instructional Assistant – Group of 3	_____	_____
(6)	Intensive Special Education Instruction**	_____	_____
(7)	a. Occupational Therapy – Individual	_____	_____
	b. Occupational Therapy – Group of 2	_____	_____
	c. Occupational Therapy – Group of 3	_____	_____
	d. Occupational Therapy – Group of 4 - 7	_____	_____
	e. Occupational Therapy - Consultation Rate	_____	_____
(9)	Physical Therapy	_____	_____
(10)	a. Behavior Intervention – BII	_____	_____
	b. Behavior Intervention – BID	_____	_____
	Provided by: _____	_____	_____
(11)	Nursing Services	_____	_____

\*Parent transportation reimbursement rates are to be determined by I.E.A.

\*\*By credentialed Special Education Teacher.

SACRAMENTO COUNTY  
SELPA

*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

**2015–2016**



# MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

District CENTER JOINT UNIFIED

Contract Year 2015-2016

X Nonpublic School  
       Nonpublic Agency

## **Type of Contract:**

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

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

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

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

**DISTRICT MASTER CONTRACT  
GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL/AGENCY SERVICES  
2015-2016**

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**DISTRICT MASTER CONTRACT  
GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL/AGENCY SERVICES  
2015-2016**

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2015-2016

CONTRACT NUMBER: 2015/16.02

LEA: CENTER JOINT UNIFIED

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NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: CCHAT CENTER  
NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
MASTER CONTRACT

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract is entered into on July 1, 2015, between the CCHAT CENTER (hereinafter referred to as the local educational agency "LEA" or "District") and CENTER JOINT UNIFIED SCHOOL DISTRICT (nonpublic, nonsectarian school or agency, hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR, an Individual Services Agreement (hereinafter referred to as "ISA"), along with a Nonpublic Services Student Enrollment form. CONTRACTOR shall work with LEA to complete and return these forms to LEA prior to initiating any services for any student.

Unless otherwise agreed in writing, the ISA and the Nonpublic Services Student Enrollment form shall acknowledge CONTRACTOR'S obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of an LEA student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR. As available and appropriate, LEA shall make available access to any electronic IEP system and/or electronic database for ISA development, including invoicing.

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

**2. CERTIFICATION AND LICENSES**

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

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

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

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

With respect to CONTRACTOR'S certification, failure to notify LEA and CDE of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and shall also be good cause for the suspension or termination of this Master Contract by LEA.

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

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless CONTRACTOR and LEA specifically agree, in writing, that a policy or policies, or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 15 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR'S failure to comply with applicable LEA policies (e.g., those policies relating to the provision of special education and/or related services, facilities for individuals with exceptional needs, LEA student enrollment and transfer, LEA student inactive status, corporal punishment, student discipline, and positive behavior interventions).

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

### **4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2015 to June 30, 2016 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2015. (Title 5 California Code of Regulations section 3062(d).) In the event a Master Contract is not renegotiated by June 30<sup>th</sup>, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR'S ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

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

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

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

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. LEA may require additional information as applicable. If the application packet is not completed and returned to LEA, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2).) In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the discretion of LEA.

**6. INDIVIDUAL SERVICES AGREEMENT**

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

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

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and LEA agree otherwise in the ISA. (California Education Code section 56366(a)(5) and Title 5 of the California Code of Regulations section 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to an LEA student as a result of lack of provision of services while the student was served by the nonpublic school or agency.

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

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

## **7. DEFINITIONS**

The following definitions shall apply for purposes of this contract:

- a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.
- b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood that a representative of the Special Education Local Plan Area (SELPA) of which LEA is a member is an authorized LEA representative in collaboration with LEA. LEA maintains sole responsibility for the Master Contract, unless otherwise specified in the Master Contract.
- c. The term "credential" means a valid credential, life diploma, permit, or document in special education or Pupil Personnel Services issued by, or under the jurisdiction of, the California State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. As defined in Title 5 of the California Code of Regulations section 3001(r), the term "qualified" means that a person has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services (which can include but is not limited to those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 (qualifications of "highly qualified teacher") and 200.58 (qualifications of paraprofessionals), and those requirements set forth in Title 5 of the California Code of Regulations sections 3064 (staff qualifications for special education instruction) and 3065 (staff qualifications for related services), and Education Code section 56366.1(n)(1)), or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code and the scope of practice as defined by the licensing or credentialing body. Nothing in this definition shall be construed as restricting the activities or services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations.
- e. The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. This includes, but is not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- f. "Parent" means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other

relative with whom the child lives, or an individual who is legally responsible for the child's welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Title 34 of the Code of Federal Regulations sections 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

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

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

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

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

### **9. MAINTENANCE OF RECORDS**

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



CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR'S employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from LEA student's record. Such log needs to record access to LEA student's records by: (a) LEA student's parent; (b) an individual to whom written consent has been executed by LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward all records within ten (10) business days to LEA. These shall include, but not be limited to, current transcripts, IEP/IFSPs, and reports. LEA shall have access to and receive copies of any and all documents required to be maintained by CONTRACTOR within five (5) business days of a request.

**10. SEVERABILITY CLAUSE**

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

**11. SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR'S successors and assignees. CONTRACTOR shall notify LEA, in writing, of any change of ownership or corporate control within ten (10) business days of such change.

**12. VENUE AND GOVERNING LAW**

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

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

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

**14. TERMINATION**

This Master Contract or an Individual Service Agreement may be terminated for cause. Cause shall include but not be limited to non-maintenance of current nonpublic school certification, failure of either LEA or the CONTRACTOR to maintain the standards required under the Master Contract and/or Individual Services Agreement, or other material breach of the contract by CONTRACTOR or LEA. For purposes of Non Public School placement, the cause shall not be the availability of a public class initiated during the period of the Master Contract or ISA unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the Master Contract, either party shall give twenty (20) days prior written notice to the other party pursuant to California Education Code section 56366(a)(4), or immediately if the CONTRACTOR and LEA mutually agree that there are significant health or safety concerns. At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this

Master Contract. CONTRACTOR or LEA may also terminate an individual ISA for cause, without terminating the Master Contract in its entirety. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

## **15. INDEMNIFICATION AND HOLD HARMLESS**

Except with respect to claims arising from a Party's separate negligence or willful acts, which shall remain that Party's personal obligation, each Party agrees to defend, indemnify and hold harmless the other Party and its directors, officers, and employees with respect to a claim arising from the Party's actual or alleged act, failure to act, error, or omission in the performance of their obligations under this Agreement or any governing law or regulations.

## **16. INSURANCE**

LEA and CONTRACTOR agree to purchase and/or maintain through the duration of this Agreement insurance or liability coverage (such as liability coverage provided by a Joint Powers Agency) ensuring their ability to meet their respective defense and indemnity obligations as set forth in this Agreement. Such insurance or liability coverage shall have a limit of liability of no less than \$1,000,000 per claim/occurrence, and \$2,000,000 in the aggregate.

### **Lines of Insurance/Coverage**

The insurance or liability coverage shall include, as may be reasonable and appropriate given the acts and activities contemplated by this Agreement, commercial general liability, premises liability, automobile liability (owned, non-owned, and hired), professional liability/errors and omissions, employer's liability, product liability, completed operations, and/or educator's legal liability coverages.

For the acts and activities contemplated by this Agreement, at a minimum, CONTRACTOR shall provide the following insurances/coverages:

- a. **Commercial General Liability** if the operations of CONTRACTOR involve direct and/or indirect control over or manipulation of student bodily parts, including but not limited to limbs, upper and lower extremities, neck and back, regardless of the location or premises services are provided (i.e. whether services are provided on District property, or property owned, borrowed, rented or leased by CONTRACTOR.)
  - (i) Covered property includes – if applicable according to CONTRACTOR services provided, District property and student property (e.g. wheelchairs, durable medical equipment, assistive technology devices.)
- b. **Professional Liability or Errors and Omissions Liability** since all CONTRACTORS are providing professional or specialized services.
  - (i) Including molestation and abuse, by endorsement if not already in manuscript form.
- c. **Commercial Automobile Liability** if CONTRACTOR is going to operate a vehicle on District property or transport students in any capacity.<sup>1</sup>

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<sup>1</sup> Conditions for coverage regarding transportation of students:

Unless authorized by written agreement including the parent, CONTRACTOR is not to transport students.

If students need transportation to/from the CONTRACTOR'S premises where services are provided, or any other location involving CONTRACTOR'S services, transportation of the student is to be provided by District transportation.

- (i) Limits of liability shall include a minimum of \$1,000,000 combined single unit.
- d. **Premises Liability** (if not included in General Liability) if services are provided on property owned, rented, leased or controlled by CONTRACTOR.
- e. **Educator's Legal Liability** (if not covered under Professional or Errors and Omissions Liabilities), if services include, within LEA's standards, the development and delivery of curriculum.

**Additional Insured Endorsement:**

To the full extent of the Parties' respective indemnity obligations, including the minimum limit of liability set forth above, the Parties' insurance or liability coverage agreements shall also be endorsed to extend "additional insured" or "additional covered party" status to all proposed indemnitees.

**Primary Insurance/Coverage:**

In addition to the "Additional Insured Endorsement" as stated above, said insurance/coverage policies shall include or be endorsed (copy of Endorsement attached to Certificate of Insurance) to the extent that each line of insurance/coverage under this Agreement shall apply as primary, and that any other insurance/coverage maintained by the Parties shall be excess only and not contributing with the insurance/coverage afforded by the other.

**Other Insurance/Coverage:**

Each Party also represents that for the period of this Agreement they will also purchase and maintain [real or personal property insurance or coverage, as well as any] insurance or liability coverage as required by law or regulation, including workers' compensation coverage.

**Workers' Compensation Waiver of Subrogation:**

To the fullest extent permitted by law, CONTRACTOR and its directors, officers, agents, employees, volunteers and guests waive all opportunities of subrogation against LEA for any and all claims for bodily and personal injury, including employers' liability (Coverages A and B) and third party over actions against LEA and its elected and appointed officials, directors, officers, agents, employees, volunteers and guests.

**Certificate of Insurance/Coverage:**

With respect to such required coverage(s) pursuant to this Agreement, each Party shall provide evidence of such coverage(s) by way of a Certificate of Insurance or Certificate of Coverage, issued by a duly authorized representative of the insurer or coverage provider. A copy of each endorsement in order to effect the indemnity obligations of this contract shall be attached to said Certificate, and such Certificate shall not be valid without said endorsement(s).

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If under specified circumstances, and District transportation is not available, transportation of the student is not authorized without parental completion of a *Student Alternate Transportation Form*. Completion of this form is required even if the parent is to transport the student where otherwise District transportation would have been provided in order to receive contracted services.

Any driver (including parents) while on District business must submit prior to commencement of services, a completed and accepted *Employee and Volunteer Personal Automobile Use Form*. This form is to be completed if the transportation of students is for services under this Agreement.

**Survivability:**

The Parties' indemnity and coverage obligations shall survive the termination of this Agreement with respect to any claim arising from the Parties' actual or alleged performance or non-performance of their respective rights, privileges, or obligations existing under this Agreement.

**Joint Interests:**

For the duration of this Agreement, with respect to the fulfillment of each Parties' obligations pursuant to this Agreement, each Party agrees to provide the other's designee (e.g. Risk Management Department) with notification of bodily injury, personal injury or loss of property to each Parties' officials, employees, agents, volunteers, guests and third parties, within 5 calendar days of the date of occurrence of such loss, but no later than 5 calendar days of the date of the Party's knowledge of the loss.

In the event of such loss, the Parties agree to take all steps reasonable or necessary to cooperate in investigating the occurrence of each loss, and in resolving or mitigating losses with the affected or third party.

In the event of a claim covered by these provisions, the Parties agree to take all steps reasonable or necessary to cooperate in defending and protecting their joint interests, including efforts to reduce defense costs (through joint representation whenever possible), expenses and potential liability exposures.

**Injury and Illness Prevention:**

Each Party also represents that for the period of this Agreement, they will maintain and enforce an Injury and Illness Prevention Program as required by law or regulation, including all required standards and requirements under such law/regulation (e.g. blood borne pathogen, ergonomic, reporting of serious injury/illness), and agree to take all steps reasonable or necessary to cooperate in ensuring compliance. Documentation or recordkeeping to the same will be made available to the other Party upon request.

**17. INDEPENDENT CONTRACTOR**

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

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

**18. SUBCONTRACTING**

CONTRACTOR shall not enter into any subcontracting relationship without first obtaining final written approval of LEA. Should CONTRACTOR wish to subcontract for special education and/or related services pursuant to this Master Contract, it must provide written notification to LEA before any subcontracting arrangement is made. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR'S original request and CONTRACTOR shall not subcontract for said services.

Should LEA approve in concept, of CONTRACTOR subcontracting for services, CONTRACTOR shall submit to LEA for approval the proposed subcontract. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent possible. Furthermore, when CONTRACTOR creates subcontracts for the provision of special education and/or related services (including without limitation, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain indemnification and insurance requirements which comply with the provisions of Sections 15 and 16 of this Master Contract, for the duration of the term of each subcontract. If a proposed subcontract is approved by LEA, each subcontractor must furnish LEA with original endorsements and certificates of insurance effective coverage required by Section 16 of this Master Contract. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Unless otherwise agreed to by LEA, the endorsements are to be on forms provided by the LEA. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured. All endorsements are to be received and approved by LEA before the subcontractor's work commences. In addition, all sub-contractors must meet the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Master Contract. No subcontract shall be considered final without LEA approval.

## **19. CONFLICTS OF INTEREST**

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

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

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

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from LEA through due process proceedings.

## **20. NON-DISCRIMINATION**

CONTRACTOR shall not unlawfully discriminate on the basis of race, gender, ethnic groups, identification, ancestry, religion, sex, national origin, age, sexual orientation, or mental or physical disability or on the basis of a person's association with a person or groups with one or more of these actual or perceived characteristics, or any other classification provided by federal or state law, in employment or operation of its programs.

## **EDUCATIONAL PROGRAM**

### **21. FREE AND APPROPRIATE PUBLIC EDUCATION**

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

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in LEA student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of LEA student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall ensure that facilities are adequate to provide all LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for LEA student to receive a free appropriate public education after: (a) written notification to LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by LEA of the written notification and a written acknowledgment signed by LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

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

### **22. GENERAL PROGRAM OF INSTRUCTION**

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.* and shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR'S general program of instruction shall: (a) utilize evidence-based practices and predictors and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in LEA

student's IEP and ISA. LEA students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school: (b) college preparation courses; (c) extracurricular activities such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. When appropriate, CONTRACTOR shall utilize the designated curriculum guidelines for students with moderate to severe disabilities who participate in the State's alternative assessment. These students shall have access to the core content, activities, and instructional materials delineated within these curriculum guidelines. CONTRACTOR'S general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

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

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

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services unless LEA and CONTRACTOR agree otherwise in writing.

## **23. INSTRUCTIONAL MINUTES**

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

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

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

#### **24. CLASS SIZE**

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

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

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

#### **25. CALENDARS**

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

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

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

CONTRACTOR shall observe only the same legal holidays as LEA. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.



When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to LEA-developed/approved calendar; or as specified in LEA student's IEP and ISA. Unless otherwise specified in LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that LEA student's school of attendance is in session and LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on LEA calendar unless CONTRACTOR and LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

## **26. DATA REPORTING**

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

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

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

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

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

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

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

When CONTRACTOR is a nonpublic school, per implementation of Assembly Bill 484, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress ("CAASP"), Desired Results Developmental Profile ("DRDP"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, California English Language Development Test ("CELDT"), and the California High School Exit Examination, as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

## **29. MANDATED ATTENDANCE AT LEA MEETINGS**

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

## **30. POSITIVE BEHAVIOR INTERVENTIONS**

CONTRACTOR shall comply with all requirements of Education Code section 56521.1 and 56521.2 regarding positive behavior interventions. Failure to do so shall constitute sufficient cause for contract termination.

LEA students who exhibit serious behavioral challenges must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the individualized education program ("IEP") team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan (BIP), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy consistent with California Education Code section 56521.1 regarding emergency interventions and Behavioral Emergency Reports ("BERs"). Evidence of such training shall be submitted to the LEA at the beginning of the school year and within 6 days of any new hire. CONTRACTOR shall also ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. Training includes certification with an approved SELPA crisis intervention program.

Pursuant to Education Code section 56521.1 emergency interventions shall not be used as a substitute for a BIP, and instead may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the LEA student, or others. Before emergency interventions may be applied, the behavior must be of the kind that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. Emergency interventions shall not be employed longer than necessary to contain the behavior. If a situation requires prolonged use of an emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

To prevent emergency interventions from being used in lieu of planned, systematic behavioral interventions, the parent, guardian, and residential care provider, if appropriate, shall be notified if an emergency intervention is used or serious property damage occurs. CONTRACTOR shall immediately complete and maintain in the file of LEA student, a BER which shall include all of the following: (1) The name and age of the individual with exceptional needs; (2) The setting and location of the incident; (3) The

name of the staff or other persons involved; (4) A description of the incident and the emergency intervention used, and whether the LEA student is currently engaged in any systematic behavioral intervention plan; and (5) Details of any injuries sustained by LEA student or others, including staff, as a result of the incident. The BER shall be submitted to LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall also notify Parent within twenty-four (24) hours via telephone.

Consistent with the requirements of California Education Code section 56521.1(g), if a BER is written regarding an LEA student who does not have a behavior intervention plan, the designated responsible administrator shall, within two days, schedule an IEP Team meeting to review the emergency report, to determine the necessity for a functional behavioral assessment, and to determine the necessity for an interim plan. The IEP Team shall document the reasons for not conducting the functional behavioral assessment, not developing an interim plan, or both. Consistent with the requirements of California Education Code section 56521.1(h), if a behavioral emergency report is written regarding an LEA student who has a positive behavioral intervention plan, an incident involving a previously unseen serious behavior problem, or where a previously designed intervention is ineffective, shall be referred to the IEP team to review and determine if the incident constitutes a need to modify the positive behavioral intervention plan.

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

### **31. STUDENT DISCIPLINE**

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

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall submit a written discipline report within 24 hours to LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10<sup>th</sup>) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

### **32. IEP TEAM MEETINGS**

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school and/or by the nonpublic agency; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366(a)(2)(B)(i) and (ii) and pursuant to California Education Code section 56345(b)(4).) If an LEA student is to be transferred from a nonpublic school setting into a regular class

setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP Team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and LEA. CONTRACTOR shall provide to LEA, at no cost and prior to an annual or triennial IEP Team meeting, documentation which shows progress on goals and any and all assessments and written assessment reports (including testing protocols) created by CONTRACTOR and any of its agents or subcontractors, upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

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

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

### **33. SURROGATE PARENTS**

CONTRACTOR shall comply with all LEA surrogate parent assignments.

### **34. DUE PROCESS PROCEEDINGS**

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

### **35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination

policies pursuant to Title 5 of the California Code of Regulations section 4960(a); (3) Sexual Harassment Policies pursuant to California Education Code 231.5 (a), (b) and (c); (4) Title IX Student Grievance Procedures pursuant to Title 34 of the Code of Federal Regulations sections 106.8(a) and 106.9(a); (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPPA); and (6) Notification and Complaint Procedures for Disability Access, pursuant to 42 U.S.C. §§ 12101 *et seq.*, Title 34 of the Code of Federal Regulations section 104. CONTRACTOR shall include verification of these procedures to LEA.

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

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

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

CONTRACTOR shall complete academic or other assessment of LEA student one month prior to LEA student's annual or triennial review IEP team meeting for the purpose of reporting LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. Sufficient copies of reports, projected goals and/or any other relevant documents to be reviewed by the IEP Team shall be provided to the District no later than five (5) business days prior to an annual or triennial IEP team meeting. CONTRACTOR shall maintain all supporting documentation including but not limited to test protocols and data collection, which shall be made available to LEA within 5 business days of request.

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

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

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

### **37. TRANSCRIPTS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine through twelve inclusive. CONTRACTOR shall submit all transcripts on LEA approved forms to LEA student's school of residence,

for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to LEA names of LEA students and their schools of residence for whom transcripts have been submitted as specified by LEA.

**38. LEA STUDENT CHANGE OF RESIDENCE**

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

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

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

CONTRACTOR shall immediately report, by telephone, with a follow-up written notification within five (5) business days to LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call on LEA approved forms and submit to LEA and the Department of Education, if required, within five (5) business days of the withdrawal, including a student's change in residence to a residence outside of LEA service boundaries, and the student's discharge against professional advice from a Nonpublic School/Residential Treatment Center (NPS/RTC). CONTRACTOR shall assist LEA to verify and clear potential dropouts three times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress (AYP).

**40. PARENT ACCESS**

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

CONTRACTOR, if operating a program with a residential component, shall ensure that parents obtain prior written authorization for therapeutic visits from both the CONTRACTOR and LEA.

CONTRACTORS providing services in the student's home as specified in the IEP shall assure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

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

CONTRACTORS operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR

and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA.

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

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

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

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

CONTRACTORS providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to LEA.

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

#### **42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS**

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

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

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1411 *et seq.* and Education Code section 56000, *et seq.*; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Title 5, California Code of Regulations section 3001 *et seq.*, Title 2, California Code of Regulations section 60100 *et seq.* regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in LEA student's IEPs.

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

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

#### **43. STATE MEAL MANDATE**

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

#### **44. MONITORING**

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

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

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

CONTRACTOR shall fully participate in any LEA and CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by LEA. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.



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

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

## PERSONNEL

### 45. CLEARANCE REQUIREMENTS

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

The passage of AB 389 amends Education Code sections 44237 and 56366.1 as to the verification that the CONTRACTOR has received a successful criminal background check clearance and has enrolled in subsequent arrest notice service, as specified, **for each owner, operator, and employee of the nonpublic, nonsectarian school or agency**. Further this bill deletes the exemption for applicants possessing a valid California state teaching credential or who are currently licensed by another state agency that requires a criminal record summary, from submitting 2 sets of fingerprints for the purpose of obtaining a criminal record summary from the Department of Justice and the Federal Bureau of Investigation. Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notice service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service as required by California Penal Code section 11105.2 for all staff shall be provided upon request.

### 46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or to provide related services are qualified as defined in Section 7(d) of this Mater Contract, including but not limited to holding a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with Education Code section 56366.1(n)(1); are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58; and are qualified consistent with Title 5 of the California Code of Regulations, sections 3064 and 3065, as applicable. Qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that each special education teacher meets the Highly Qualified Teacher requirements and holds a full and valid non-expired CTC credential authorizing instruction to students with the disabling conditions placed in the teacher's classroom through documentation provided to the CDE (5 CCR 3064(a)).

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

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

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma and at least one of the following qualifications: (a) completed at least 2 years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

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

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

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

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within thirty (30) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period during which such person is providing services under this Master Contract. Failure to notify LEA of changes in licenses, certifications or suspensions shall be good cause for termination of this Master Contract by LEA.

Failure to notify LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and shall also suffice as good cause for the suspension or termination of this Master Contract by LEA.

**48. STAFF ABSENCE**

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

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

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

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

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

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or an LEA-approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to LEA. It is understood that unless otherwise agreed to by LEA, a public school credentialed teacher is responsible for the instructional program and all nonpublic agency related service providers shall work collaboratively with the teacher who shall remain in charge of supervising the instructional program.

**HEALTH AND SAFETY MANDATES**

**50. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR

shall comply with the requirements of California Education Code sections 35021 et seq., and 49406, and Health and Safety Code section 121545 regarding the examination of CONTRACTOR'S employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

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

## **51. FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 of the California Code of Regulations section 550. During the duration of this Agreement, if CONTRACTOR is subject to fines, penalties and findings of non-compliance, CONTRACTOR shall assume any and all responsibilities for payment of such financial obligations. CONTRACTOR shall also be fully responsible for any structural changes and/or modifications to CONTRACTOR'S facilities as required to comply with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify LEA or CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by LEA.

In signing this Agreement, CONTRACTOR certifies that its facilities either comply with federal and state and local laws regarding disability access, or possesses and has available upon demand, a self-evaluation and/or transition plan in accordance with said laws.

## **52. ADMINISTRATION OF MEDICATION**

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

In the event there is an LEA student who is on a prescription medication regimen, the CONTRACTOR is to: (a) first obtain a copy of the appropriate medication authorization form available from LEA student's primary regional or site nurse; or (b) in the event the student does not take prescription medication during the school day, but would only take such medication while in the care, custody and control of the CONTRACTOR, prior to the commencement of services to LEA student, CONTRACTOR is to obtain a signed copy of the appropriate medication authorization form from the District. Both the District and CONTRACTOR shall retain a copy of the Authorization.

**53. INCIDENT/ACCIDENT REPORTING**

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

**54. CHILD ABUSE REPORTING**

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

CONTRACTOR is to read and become familiar with the District's *Mandated Child Abuse and Neglect Reporting Manual*, available on the District's Risk Management Web Site at:  
<http://www.egusd.net/riskmanagement/Info-MandRep.html>.

In the event there is suspicion of abuse conducted by District staff (e.g. a student reports to CONTRACTOR staff of abuse from District staff), CONTRACTOR is to file the appropriate report to the Sacramento County Sheriff. CONTRACTOR is also to confidentially notify the Risk Management Department (Risk Manager) of the report. CONTRACTOR is to cooperate with any investigation conducted by the District in connection with such report.

**55. SEXUAL HARASSMENT/DISCRIMINATION**

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

**56. REPORTING OF MISSING CHILDREN**

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

**FINANCIAL**

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

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

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing, including requirements of electronic billing, as specified by LEA

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

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

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on a LEA form with signatures in the manner prescribed by LEA. Contractor will submit invoices using the format provided by LEA. At the request of LEA, invoices may require the following information: name of LEA student for whom service was provided; the type of service provided; (if payment for assessment is approved by LEA pursuant to Section 36 of this Master Contract, the invoice must describe whether the assessment was prepared for an initial, annual, amended, or triennial IEP; month of service; specific dates (date, month, year and times) of services coordinated pursuant to LEA-approved calendar unless otherwise specified in the IEP or agreed to by LEA; name of staff who provided the service and that individual's licensing and credentials; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; and verification that progress reports have been provided consistent with IEP Benchmark Dates unless otherwise specified on the ISA. In the event services were not provided, rationale for why the services were not provided shall be included.

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

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

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

## **58. RIGHT TO WITHHOLD PAYMENT**

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (b) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (c) CONTRACTOR has failed to provide supporting documentation with an invoice; (d) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (e) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR'S educational program; (f) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA with five (5) days of such confirmation; (g) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student; (h) CONTRACTOR fails to provide the required liability/insurance documentation as outlined in Section 16; or (i) CONTRACTOR has otherwise failed to perform, in whole or in part, under the terms of this Master Contract. It is understood that no payments shall be made for any invoices that are not received by six months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by LEA until completion of a review or audit, if deemed necessary by LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

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

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

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

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

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

**59. PAYMENT FROM OUTSIDE AGENCIES**

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

**60. PAYMENT FOR ABSENCES**

**NONPUBLIC SCHOOL STAFF ABSENCE**

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

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

**NONPUBLIC SCHOOL STUDENT ABSENCE**

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

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

**NONPUBLIC AGENCY STAFF ABSENCE**

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



## **NONPUBLIC AGENCY STUDENT ABSENCE**

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a LEA student no later than the fifth (5th) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

### **61. INSPECTION AND AUDIT**

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

CONTRACTOR shall provide LEA access to all records as defined in Section 9 of this Master Contract. CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR'S offices (to be specified by LEA), at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR'S offices for purposes of interviewing CONTRACTOR'S employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to LEA, unless LEA agrees to the use of the electronic format.

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

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

### **62. RATE SCHEDULE**

The attached rate schedules (Exhibits A and B) limit the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally.

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

When CONTRACTOR is a nonpublic school associated with a Residential Treatment Center (NPS/RTC), Educationally Related Mental Health Services (ERMHS) are provided in an integrated, intensive, educationally related therapeutic residential setting which includes social emotional/behavior support through individual counseling, group counseling, family consultation and support, as appropriate. It is a collaborative model which includes educational professionals and related service providers, where all supports and services are integrated in the NPS/RTC program. Educationally Related Mental Health Services (ERMHS) costs are all inclusive and combined with the daily rate as ERMHS+RB (ERMHS + Room and Board). ERMHS plus Room and Board payments are based on positive attendance (payable for up to a maximum of 365 days) only, with up to a maximum of 10 days payment per student, per contract year, when a bed is unoccupied, for home visits of a therapeutic nature.

### 63. DEBARMENT CERTIFICATION

By signing this agreement, CONTRACTOR certifies that:

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

The Parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1<sup>st</sup> day of July 2015 and terminates at 5:00 P.M. on June 30, 2016, unless sooner terminated as provided herein.

CONTRACTOR  
CCHAT CENTER

LEA  
CENTER JOINT UNIFIED

Nonpublic School/Agency

By:

Signature

Date

LAURA TURNER, PRINCIPAL

By:

June 22, 2015

Signature

Date

By:

SCOTT A. LOEHR, SUPERINTENDENT

Notices to CONTRACTOR shall be addressed to:

LAURA TURNER, PRINCIPAL

Name and Title

CCHAT CENTER

Nonpublic School/Agency/Related Service Provider  
11100 COLOMA ROAD

Address

RANCHO CORDOVA, CA 95670

City State Zip

916-361-7290 916-361-8613

Phone

Fax

laurat@cchatsacramento.org

Email\*

(\*Required)

Notices to LEA shall be addressed to:

SCOTT A. LOEHR, SUPERINTENDENT

Name and Title

CENTER JOINT UNIFIED

LEA

8408 WATT AVENUE

Address

ANTELOPE, CA 95843

City State Zip

916-338-6320 916-338-6329

Phone

Fax

probinson@centerusd.org

Email

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

---

Name and Title

---

LEA

---

Address

---

City

State

Zip

---

Phone

Fax

---

Email

---

# EXHIBIT A: RATES - NON-PUBLIC SCHOOL ONLY – 2015-2016 CONTRACT YEAR

CONTRACTOR CCHAT CENTER CONTRACTOR NUMBER 2015/16.02 2015-2016  
(NONPUBLIC SCHOOL) (CONTRACT YEAR)

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

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

Payment under this contract may not exceed \_\_\_\_\_  
Total LEA enrollment may not exceed \_\_\_\_\_  
(per Master Contract Section 62)

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	<u>\$127.20</u>	<u>7/1/15-6/30/16</u>
Basic Education Program/Dual Enrollment	_____	_____

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

## B. Related Services

(1)	a. Transportation – Round Trip (NPS only, unless otherwise agreed to by LEA)	_____	_____
	b. Transportation – One Way (NPS only, unless otherwise agreed to by LEA)	_____	_____
	c. Transportation-Dual Enrollment	_____	_____
	d. Public Transportation	_____	_____
	e. Parent*	_____	_____
(2)	a. Educational Counseling – Individual	_____	_____
	b. Educational Counseling – Group of	_____	_____
	c. Counseling – Parent	_____	_____
(3)	a. Adapted Physical Education – Individual	_____	_____
	b. Adapted Physical Education – Group of _____	_____	_____
	c. Adapted Physical Education – Group of _____	_____	_____
(4)	a. Language and Speech Therapy – Individual	<u>\$ 80.00</u>	<u>7/1/15-6/30/16</u>
	b. Language and Speech Therapy – Group of 2	_____	_____
	c. Language and Speech Therapy – Group of 3	_____	_____
	d. Language and Speech Therapy – Audiology	<u>\$150.00</u>	<u>7/1/15-6/30/16</u>
	e. Language and Speech - Consultation Rate	<u>\$ 85.00</u>	<u>7/1/15-6/30/16</u>
(5)	a. Additional Instructional Assistant - Individual (must be authorized on IEP)	_____	_____
	b. Additional Instructional Assistant – Group of 2	_____	_____
	c. Additional Instructional Assistant – Group of 3	_____	_____
(6)	Intensive Special Education Instruction**	_____	_____
(7)	a. Occupational Therapy – Individual	_____	_____
	b. Occupational Therapy – Group of 2	_____	_____
	c. Occupational Therapy – Group of 3	_____	_____
	d. Occupational Therapy – Group of 4 - 7	_____	_____
	e. Occupational Therapy - Consultation Rate	_____	_____
(9)	Physical Therapy	_____	_____
(10)	a. Behavior Intervention – BII	_____	_____
	b. Behavior Intervention – BID	_____	_____
	Provided by: _____	_____	_____
(11)	Nursing Services	_____	_____

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

\*\*By credentialed Special Education Teacher.

SACRAMENTO COUNTY  
SELPA

*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

***2015–2016***

# MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

District CENTER JOINT UNIFIED

Contract Year 2015-2016

X Nonpublic School  
       Nonpublic Agency

## Type of Contract:

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

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

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

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

**DISTRICT MASTER CONTRACT  
GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL/AGENCY SERVICES  
2015-2016**

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**DISTRICT MASTER CONTRACT  
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NONPUBLIC SCHOOL/AGENCY SERVICES  
2015-2016**

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LEA: CENTER JOINT UNIFIED

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NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:  
**GUIDING HANDS SCHOOL, INC.**  
**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
**MASTER CONTRACT**

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract is entered into on July 1, 2015, between the **GUIDING HANDS SCHOOL, INC.** (hereinafter referred to as the local educational agency "LEA" or "District") and **CENTER JOINT UNIFIED SCHOOL DISTRICT** (nonpublic, nonsectarian school or agency, hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR, an Individual Services Agreement (hereinafter referred to as "ISA"), along with a Nonpublic Services Student Enrollment form. CONTRACTOR shall work with LEA to complete and return these forms to LEA prior to initiating any services for any student.

Unless otherwise agreed in writing, the ISA and the Nonpublic Services Student Enrollment form shall acknowledge CONTRACTOR'S obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of an LEA student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR. As available and appropriate, LEA shall make available access to any electronic IEP system and/or electronic database for ISA development, including invoicing.

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

**2. CERTIFICATION AND LICENSES**

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

revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on the applicable CDE certification. Total LEA student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

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

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

With respect to CONTRACTOR'S certification, failure to notify LEA and CDE of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and shall also be good cause for the suspension or termination of this Master Contract by LEA.

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

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless CONTRACTOR and LEA specifically agree, in writing, that a policy or policies, or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 15 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR'S failure to comply with applicable LEA policies (e.g., those policies relating to the provision of special education and/or related services, facilities for individuals with exceptional needs, LEA student enrollment and transfer, LEA student inactive status, corporal punishment, student discipline, and positive behavior interventions).

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

### **4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2015 to June 30, 2016 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2015. (Title 5 California Code of Regulations section 3062(d).) In the event a Master Contract is not renegotiated by June 30<sup>th</sup>, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR'S ownership or authorized representative shall be

provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

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

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

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

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. LEA may require additional information as applicable. If the application packet is not completed and returned to LEA, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2).) In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the discretion of LEA.

## **6. INDIVIDUAL SERVICES AGREEMENT**

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

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

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and LEA agree otherwise in the ISA. (California Education Code section 56366(a)(5) and Title 5 of the California Code of Regulations section 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to an LEA student as a result of lack of provision of services while the student was served by the nonpublic school or agency.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees

otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

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

## **7. DEFINITIONS**

The following definitions shall apply for purposes of this contract:

- a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.
- b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood that a representative of the Special Education Local Plan Area (SELPA) of which LEA is a member is an authorized LEA representative in collaboration with LEA. LEA maintains sole responsibility for the Master Contract, unless otherwise specified in the Master Contract.
- c. The term "credential" means a valid credential, life diploma, permit, or document in special education or Pupil Personnel Services issued by, or under the jurisdiction of, the California State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. As defined in Title 5 of the California Code of Regulations section 3001(r), the term "qualified" means that a person has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services (which can include but is not limited to those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 (qualifications of "highly qualified teacher") and 200.58 (qualifications of paraprofessionals), and those requirements set forth in Title 5 of the California Code of Regulations sections 3064 (staff qualifications for special education instruction) and 3065 (staff qualifications for related services), and Education Code section 56366.1(n)(1)), or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code and the scope of practice as defined by the licensing or credentialing body. Nothing in this definition shall be construed as restricting the activities or services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations.
- e. The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. This includes, but is not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- f. "Parent" means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to

act as the child's parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Title 34 of the Code of Federal Regulations sections 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

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

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

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

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

### **9. MAINTENANCE OF RECORDS**

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

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR'S employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from LEA student's record. Such log needs to record access to LEA student's records by: (a) LEA student's parent; (b) an individual to whom written consent has been executed by LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward all records within ten (10) business days to LEA. These shall include, but not be limited to, current transcripts, IEP/IFSPs, and reports. LEA shall have access to and receive copies of any and all documents required to be maintained by CONTRACTOR within five (5) business days of a request.

**10. SEVERABILITY CLAUSE**

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

**11. SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR'S successors and assignees. CONTRACTOR shall notify LEA, in writing, of any change of ownership or corporate control within ten (10) business days of such change.

**12. VENUE AND GOVERNING LAW**

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

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

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

**14. TERMINATION**

This Master Contract or an Individual Service Agreement may be terminated for cause. Cause shall include but not be limited to non-maintenance of current nonpublic school certification, failure of either LEA or the CONTRACTOR to maintain the standards required under the Master Contract and/or Individual Services Agreement, or other material breach of the contract by CONTRACTOR or LEA. For purposes of Non Public School placement, the cause shall not be the availability of a public class initiated during the period of the Master Contract or ISA unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the Master Contract, either party shall give twenty (20) days prior written notice to the other party pursuant to California Education Code section 56366(a)(4), or immediately if the CONTRACTOR and LEA mutually agree that there are significant health or safety concerns. At the time of termination, CONTRACTOR shall provide to LEA any and all documents

CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract. CONTRACTOR or LEA may also terminate an individual ISA for cause, without terminating the Master Contract in its entirety. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

## 15. INDEMNIFICATION AND HOLD HARMLESS

Except with respect to claims arising from a Party's separate negligence or willful acts, which shall remain that Party's personal obligation, each Party agrees to defend, indemnify and hold harmless the other Party and its directors, officers, and employees with respect to a claim arising from the Party's actual or alleged act, failure to act, error, or omission in the performance of their obligations under this Agreement or any governing law or regulations.

## 16. INSURANCE

LEA and CONTRACTOR agree to purchase and/or maintain through the duration of this Agreement insurance or liability coverage (such as liability coverage provided by a Joint Powers Agency) ensuring their ability to meet their respective defense and indemnity obligations as set forth in this Agreement. Such insurance or liability coverage shall have a limit of liability of no less than \$1,000,000 per claim/occurrence, and \$2,000,000 in the aggregate.

### **Lines of Insurance/Coverage**

The insurance or liability coverage shall include, as may be reasonable and appropriate given the acts and activities contemplated by this Agreement, commercial general liability, premises liability, automobile liability (owned, non-owned, and hired), professional liability/errors and omissions, employer's liability, product liability, completed operations, and/or educator's legal liability coverages.

For the acts and activities contemplated by this Agreement, at a minimum, CONTRACTOR shall provide the following insurances/coverages:

- a. **Commercial General Liability** if the operations of CONTRACTOR involve direct and/or indirect control over or manipulation of student bodily parts, including but not limited to limbs, upper and lower extremities, neck and back, regardless of the location or premises services are provided (i.e. whether services are provided on District property, or property owned, borrowed, rented or leased by CONTRACTOR.)
  - (i) Covered property includes – if applicable according to CONTRACTOR services provided, District property and student property (e.g. wheelchairs, durable medical equipment, assistive technology devices.)
- b. **Professional Liability or Errors and Omissions Liability** since all CONTRACTORS are providing professional or specialized services.
  - (i) Including molestation and abuse, by endorsement if not already in manuscript form.
- c. **Commercial Automobile Liability** if CONTRACTOR is going to operate a vehicle on District property or transport students in any capacity.<sup>1</sup>

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<sup>1</sup> Conditions for coverage regarding transportation of students:

Unless authorized by written agreement including the parent, CONTRACTOR is not to transport students.

If students need transportation to/from the CONTRACTOR'S premises where services are provided, or any other location involving CONTRACTOR'S services, transportation of the student is to be provided by District transportation.

- (i) Limits of liability shall include a minimum of \$1,000,000 combined single unit.
- d. **Premises Liability** (if not included in General Liability) if services are provided on property owned, rented, leased or controlled by CONTRACTOR.
- e. **Educator's Legal Liability** (if not covered under Professional or Errors and Omissions Liabilities), if services include, within LEA's standards, the development and delivery of curriculum.

**Additional Insured Endorsement:**

To the full extent of the Parties' respective indemnity obligations, including the minimum limit of liability set forth above, the Parties' insurance or liability coverage agreements shall also be endorsed to extend "additional insured" or "additional covered party" status to all proposed indemnitees.

**Primary Insurance/Coverage:**

In addition to the "Additional Insured Endorsement" as stated above, said insurance/coverage policies shall include or be endorsed (copy of Endorsement attached to Certificate of Insurance) to the extent that each line of insurance/coverage under this Agreement shall apply as primary, and that any other insurance/coverage maintained by the Parties shall be excess only and not contributing with the insurance/coverage afforded by the other.

**Other Insurance/Coverage:**

Each Party also represents that for the period of this Agreement they will also purchase and maintain [real or personal property insurance or coverage, as well as any] insurance or liability coverage as required by law or regulation, including workers' compensation coverage.

**Workers' Compensation Waiver of Subrogation:**

To the fullest extent permitted by law, CONTRACTOR and its directors, officers, agents, employees, volunteers and guests waive all opportunities of subrogation against LEA for any and all claims for bodily and personal injury, including employers' liability (Coverages A and B) and third party over actions against LEA and its elected and appointed officials, directors, officers, agents, employees, volunteers and guests.

**Certificate of Insurance/Coverage:**

With respect to such required coverage(s) pursuant to this Agreement, each Party shall provide evidence of such coverage(s) by way of a Certificate of Insurance or Certificate of Coverage, issued by a duly authorized representative of the insurer or coverage provider. A copy of each endorsement in order to effect the indemnity obligations of this contract shall be attached to said Certificate, and such Certificate shall not be valid without said endorsement(s).

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If under specified circumstances, and District transportation is not available, transportation of the student is not authorized without parental completion of a *Student Alternate Transportation Form*. Completion of this form is required even if the parent is to transport the student where otherwise District transportation would have been provided in order to receive contracted services.

Any driver (including parents) while on District business must submit prior to commencement of services, a completed and accepted *Employee and Volunteer Personal Automobile Use Form*. This form is to be completed if the transportation of students is for services under this Agreement.



**Survivability:**

The Parties' indemnity and coverage obligations shall survive the termination of this Agreement with respect to any claim arising from the Parties' actual or alleged performance or non-performance of their respective rights, privileges, or obligations existing under this Agreement.

**Joint Interests:**

For the duration of this Agreement, with respect to the fulfillment of each Parties' obligations pursuant to this Agreement, each Party agrees to provide the other's designee (e.g. Risk Management Department) with notification of bodily injury, personal injury or loss of property to each Parties' officials, employees, agents, volunteers, guests and third parties, within 5 calendar days of the date of occurrence of such loss, but no later than 5 calendar days of the date of the Party's knowledge of the loss.

In the event of such loss, the Parties agree to take all steps reasonable or necessary to cooperate in investigating the occurrence of each loss, and in resolving or mitigating losses with the affected or third party.

In the event of a claim covered by these provisions, the Parties agree to take all steps reasonable or necessary to cooperate in defending and protecting their joint interests, including efforts to reduce defense costs (through joint representation whenever possible), expenses and potential liability exposures.

**Injury and Illness Prevention:**

Each Party also represents that for the period of this Agreement, they will maintain and enforce an Injury and Illness Prevention Program as required by law or regulation, including all required standards and requirements under such law/regulation (e.g. blood borne pathogen, ergonomic, reporting of serious injury/illness), and agree to take all steps reasonable or necessary to cooperate in ensuring compliance. Documentation or recordkeeping to the same will be made available to the other Party upon request.

**17. INDEPENDENT CONTRACTOR**

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

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

**18. SUBCONTRACTING**

CONTRACTOR shall not enter into any subcontracting relationship without first obtaining final written approval of LEA. Should CONTRACTOR wish to subcontract for special education and/or related services pursuant to this Master Contract, it must provide written notification to LEA before any subcontracting arrangement is made. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR'S original request and CONTRACTOR shall not subcontract for said services.

Should LEA approve in concept, of CONTRACTOR subcontracting for services, CONTRACTOR shall submit to LEA for approval the proposed subcontract. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent possible. Furthermore, when CONTRACTOR creates subcontracts for the provision of special education and/or related services (including without limitation, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain indemnification and insurance requirements which comply with the provisions of Sections 15 and 16 of this Master Contract, for the duration of the term of each subcontract. If a proposed subcontract is approved by LEA, each subcontractor must furnish LEA with original endorsements and certificates of insurance effective coverage required by Section 16 of this Master Contract. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Unless otherwise agreed to by LEA, the endorsements are to be on forms provided by the LEA. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured. All endorsements are to be received and approved by LEA before the subcontractor's work commences. In addition, all sub-contractors must meet the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Master Contract. No subcontract shall be considered final without LEA approval.

## **19. CONFLICTS OF INTEREST**

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

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

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

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from LEA through due process proceedings.

## **20. NON-DISCRIMINATION**

CONTRACTOR shall not unlawfully discriminate on the basis of race, gender, ethnic groups, identification, ancestry, religion, sex, national origin, age, sexual orientation, or mental or physical disability or on the basis of a person's association with a person or groups with one or more of these actual or perceived characteristics, or any other classification provided by federal or state law, in employment or operation of its programs.

## **EDUCATIONAL PROGRAM**

### **21. FREE AND APPROPRIATE PUBLIC EDUCATION**

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

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in LEA student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of LEA student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall ensure that facilities are adequate to provide all LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for LEA student to receive a free appropriate public education after: (a) written notification to LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by LEA of the written notification and a written acknowledgment signed by LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

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

### **22. GENERAL PROGRAM OF INSTRUCTION**

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.* and shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR'S general program of instruction shall: (a) utilize evidence-based practices and predictors and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in LEA

student's IEP and ISA. LEA students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school: (b) college preparation courses; (c) extracurricular activities such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. When appropriate, CONTRACTOR shall utilize the designated curriculum guidelines for students with moderate to severe disabilities who participate in the State's alternative assessment. These students shall have access to the core content, activities, and instructional materials delineated within these curriculum guidelines. CONTRACTOR'S general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

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

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

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services unless LEA and CONTRACTOR agree otherwise in writing.

## **23. INSTRUCTIONAL MINUTES**

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

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

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

#### **24. CLASS SIZE**

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

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

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

#### **25. CALENDARS**

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

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

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

CONTRACTOR shall observe only the same legal holidays as LEA. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to LEA-developed/approved calendar; or as specified in LEA student's IEP and ISA. Unless otherwise specified in LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that LEA student's school of attendance is in session and LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on LEA calendar unless CONTRACTOR and LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

## **26. DATA REPORTING**

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

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

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

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

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

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

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

When CONTRACTOR is a nonpublic school, per implementation of Assembly Bill 484, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress ("CAASP"), Desired Results Developmental Profile ("DRDP"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, California English Language Development Test ("CELDT"), and the California High School Exit Examination, as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

**29. MANDATED ATTENDANCE AT LEA MEETINGS**

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

**30. POSITIVE BEHAVIOR INTERVENTIONS**

CONTRACTOR shall comply with all requirements of Education Code section 56521.1 and 56521.2 regarding positive behavior interventions. Failure to do so shall constitute sufficient cause for contract termination.

LEA students who exhibit serious behavioral challenges must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the individualized education program ("IEP") team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan (BIP), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy consistent with California Education Code section 56521.1 regarding emergency interventions and Behavioral Emergency Reports ("BERs"). Evidence of such training shall be submitted to the LEA at the beginning of the school year and within 6 days of any new hire. CONTRACTOR shall also ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. Training includes certification with an approved SELPA crisis intervention program.

Pursuant to Education Code section 56521.1 emergency interventions shall not be used as a substitute for a BIP, and instead may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the LEA student, or others. Before emergency interventions may be applied, the behavior must be of the kind that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. Emergency interventions shall not be employed longer than necessary to contain the behavior. If a situation requires prolonged use of an emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

To prevent emergency interventions from being used in lieu of planned, systematic behavioral interventions, the parent, guardian, and residential care provider, if appropriate, shall be notified if an emergency intervention is used or serious property damage occurs. CONTRACTOR shall immediately complete and maintain in the file of LEA student, a BER which shall include all of the following: (1) The name and age of the individual with exceptional needs; (2) The setting and location of the incident; (3) The

name of the staff or other persons involved; (4) A description of the incident and the emergency intervention used, and whether the LEA student is currently engaged in any systematic behavioral intervention plan; and (5) Details of any injuries sustained by LEA student or others, including staff, as a result of the incident. The BER shall be submitted to LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall also notify Parent within twenty-four (24) hours via telephone.

Consistent with the requirements of California Education Code section 56521.1(g), if a BER is written regarding an LEA student who does not have a behavior intervention plan, the designated responsible administrator shall, within two days, schedule an IEP Team meeting to review the emergency report, to determine the necessity for a functional behavioral assessment, and to determine the necessity for an interim plan. The IEP Team shall document the reasons for not conducting the functional behavioral assessment, not developing an interim plan, or both. Consistent with the requirements of California Education Code section 56521.1(h), if a behavioral emergency report is written regarding an LEA student who has a positive behavioral intervention plan, an incident involving a previously unseen serious behavior problem, or where a previously designed intervention is ineffective, shall be referred to the IEP team to review and determine if the incident constitutes a need to modify the positive behavioral intervention plan.

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

### **31. STUDENT DISCIPLINE**

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

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall submit a written discipline report within 24 hours to LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10<sup>th</sup>) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

### **32. IEP TEAM MEETINGS**

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school and/or by the nonpublic agency; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366(a)(2)(B)(i) and (ii) and pursuant to California Education Code section 56345(b)(4).) If an LEA student is to be transferred from a nonpublic school setting into a regular class



setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP Team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and LEA. CONTRACTOR shall provide to LEA, at no cost and prior to an annual or triennial IEP Team meeting, documentation which shows progress on goals and any and all assessments and written assessment reports (including testing protocols) created by CONTRACTOR and any of its agents or subcontractors, upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

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

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

**33. SURROGATE PARENTS**

CONTRACTOR shall comply with all LEA surrogate parent assignments.

**34. DUE PROCESS PROCEEDINGS**

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

**35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination

policies pursuant to Title 5 of the California Code of Regulations section 4960(a); (3) Sexual Harassment Policies pursuant to California Education Code 231.5 (a), (b) and (c); (4) Title IX Student Grievance Procedures pursuant to Title 34 of the Code of Federal Regulations sections 106.8(a) and 106.9(a); (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPPA); and (6) Notification and Complaint Procedures for Disability Access, pursuant to 42 U.S.C. §§ 12101 *et seq.*, Title 34 of the Code of Federal Regulations section 104. CONTRACTOR shall include verification of these procedures to LEA.

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

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

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

CONTRACTOR shall complete academic or other assessment of LEA student one month prior to LEA student's annual or triennial review IEP team meeting for the purpose of reporting LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. Sufficient copies of reports, projected goals and/or any other relevant documents to be reviewed by the IEP Team shall be provided to the District no later than five (5) business days prior to an annual or triennial IEP team meeting. CONTRACTOR shall maintain all supporting documentation including but not limited to test protocols and data collection, which shall be made available to LEA within 5 business days of request.

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

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

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

### **37. TRANSCRIPTS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine through twelve inclusive. CONTRACTOR shall submit all transcripts on LEA approved forms to LEA student's school of residence,

for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to LEA names of LEA students and their schools of residence for whom transcripts have been submitted as specified by LEA.

**38. LEA STUDENT CHANGE OF RESIDENCE**

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

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

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

CONTRACTOR shall immediately report, by telephone, with a follow-up written notification within five (5) business days to LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call on LEA approved forms and submit to LEA and the Department of Education, if required, within five (5) business days of the withdrawal, including a student's change in residence to a residence outside of LEA service boundaries, and the student's discharge against professional advice from a Nonpublic School/Residential Treatment Center (NPS/RTC). CONTRACTOR shall assist LEA to verify and clear potential dropouts three times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress (AYP).

**40. PARENT ACCESS**

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

CONTRACTOR, if operating a program with a residential component, shall ensure that parents obtain prior written authorization for therapeutic visits from both the CONTRACTOR and LEA.

CONTRACTORS providing services in the student's home as specified in the IEP shall assure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

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

CONTRACTORS operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR

and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA.

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

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

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

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

CONTRACTORS providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to LEA.

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

#### **42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS**

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

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

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1411 *et seq.* and Education Code section 56000, *et seq.*; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Title 5, California Code of Regulations section 3001 *et seq.*, Title 2, California Code of Regulations section 60100 *et seq.* regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in LEA student's IEPs.

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

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

#### **43. STATE MEAL MANDATE**

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

#### **44. MONITORING**

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

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

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

CONTRACTOR shall fully participate in any LEA and CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by LEA. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

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

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

## **PERSONNEL**

### **45. CLEARANCE REQUIREMENTS**

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

The passage of AB 389 amends Education Code sections 44237 and 56366.1 as to the verification that the CONTRACTOR has received a successful criminal background check clearance and has enrolled in subsequent arrest notice service, as specified, **for each owner, operator, and employee of the nonpublic, nonsectarian school or agency**. Further this bill deletes the exemption for applicants possessing a valid California state teaching credential or who are currently licensed by another state agency that requires a criminal record summary, from submitting 2 sets of fingerprints for the purpose of obtaining a criminal record summary from the Department of Justice and the Federal Bureau of Investigation. Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notice service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service as required by California Penal Code section 11105.2 for all staff shall be provided upon request.

### **46. STAFF QUALIFICATIONS**

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or to provide related services are qualified as defined in Section 7(d) of this Mater Contract, including but not limited to holding a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with Education Code section 56366.1(n)(1); are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58; and are qualified consistent with Title 5 of the California Code of Regulations, sections 3064 and 3065, as applicable. Qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that each special education teacher meets the Highly Qualified Teacher requirements and holds a full and valid non-expired CTC credential authorizing instruction to students with the disabling conditions placed in the teacher's classroom through documentation provided to the CDE (5 CCR 3064(a)).

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

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

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma and at least one of the following qualifications: (a) completed at least 2 years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

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

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

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

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within thirty (30) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period during which such person is providing services under this Master Contract. Failure to notify LEA of changes in licenses, certifications or suspensions shall be good cause for termination of this Master Contract by LEA.

Failure to notify LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and shall also suffice as good cause for the suspension or termination of this Master Contract by LEA.

**48. STAFF ABSENCE**

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

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

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

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

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

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or an LEA-approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to LEA. It is understood that unless otherwise agreed to by LEA, a public school credentialed teacher is responsible for the instructional program and all nonpublic agency related service providers shall work collaboratively with the teacher who shall remain in charge of supervising the instructional program.

**HEALTH AND SAFETY MANDATES**

**50. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR



shall comply with the requirements of California Education Code sections 35021 et seq., and 49406, and Health and Safety Code section 121545 regarding the examination of CONTRACTOR'S employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

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

## **51. FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 of the California Code of Regulations section 550. During the duration of this Agreement, if CONTRACTOR is subject to fines, penalties and findings of non-compliance, CONTRACTOR shall assume any and all responsibilities for payment of such financial obligations. CONTRACTOR shall also be fully responsible for any structural changes and/or modifications to CONTRACTOR'S facilities as required to comply with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify LEA or CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by LEA.

In signing this Agreement, CONTRACTOR certifies that its facilities either comply with federal and state and local laws regarding disability access, or possesses and has available upon demand, a self-evaluation and/or transition plan in accordance with said laws.

## **52. ADMINISTRATION OF MEDICATION**

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

In the event there is an LEA student who is on a prescription medication regimen, the CONTRACTOR is to: (a) first obtain a copy of the appropriate medication authorization form available from LEA student's primary regional or site nurse; or (b) in the event the student does not take prescription medication during the school day, but would only take such medication while in the care, custody and control of the CONTRACTOR, prior to the commencement of services to LEA student, CONTRACTOR is to obtain a signed copy of the appropriate medication authorization form from the District. Both the District and CONTRACTOR shall retain a copy of the Authorization.

**53. INCIDENT/ACCIDENT REPORTING**

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

**54. CHILD ABUSE REPORTING**

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

CONTRACTOR is to read and become familiar with the District's *Mandated Child Abuse and Neglect Reporting Manual*, available on the District's Risk Management Web Site at:  
<http://www.egusd.net/riskmanagement/Info-MandRep.html>.

In the event there is suspicion of abuse conducted by District staff (e.g. a student reports to CONTRACTOR staff of abuse from District staff), CONTRACTOR is to file the appropriate report to the Sacramento County Sheriff. CONTRACTOR is also to confidentially notify the Risk Management Department (Risk Manager) of the report. CONTRACTOR is to cooperate with any investigation conducted by the District in connection with such report.

**55. SEXUAL HARASSMENT/DISCRIMINATION**

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

**56. REPORTING OF MISSING CHILDREN**

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

**FINANCIAL**

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

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

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing, including requirements of electronic billing, as specified by LEA

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

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

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on a LEA form with signatures in the manner prescribed by LEA. Contractor will submit invoices using the format provided by LEA. At the request of LEA, invoices may require the following information: name of LEA student for whom service was provided; the type of service provided; (if payment for assessment is approved by LEA pursuant to Section 36 of this Master Contract, the invoice must describe whether the assessment was prepared for an initial, annual, amended, or triennial IEP; month of service; specific dates (date, month, year and times) of services coordinated pursuant to LEA-approved calendar unless otherwise specified in the IEP or agreed to by LEA; name of staff who provided the service and that individual's licensing and credentials; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; and verification that progress reports have been provided consistent with IEP Benchmark Dates unless otherwise specified on the ISA. In the event services were not provided, rationale for why the services were not provided shall be included.

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

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

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

## **58. RIGHT TO WITHHOLD PAYMENT**

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (b) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (c) CONTRACTOR has failed to provide supporting documentation with an invoice; (d) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (e) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR'S educational program; (f) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA with five (5) days of such confirmation; (g) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student; (h) CONTRACTOR fails to provide the required liability/insurance documentation as outlined in Section 16; or (i) CONTRACTOR has otherwise failed to perform, in whole or in part, under the terms of this Master Contract. It is understood that no payments shall be made for any invoices that are not received by six months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by LEA until completion of a review or audit, if deemed necessary by LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

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

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

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

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

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

**59. PAYMENT FROM OUTSIDE AGENCIES**

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

**60. PAYMENT FOR ABSENCES**

**NONPUBLIC SCHOOL STAFF ABSENCE**

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

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

**NONPUBLIC SCHOOL STUDENT ABSENCE**

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

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

**NONPUBLIC AGENCY STAFF ABSENCE**

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

## NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a LEA student no later than the fifth (5th) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

### 61. INSPECTION AND AUDIT

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

CONTRACTOR shall provide LEA access to all records as defined in Section 9 of this Master Contract. CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR'S offices (to be specified by LEA), at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR'S offices for purposes of interviewing CONTRACTOR'S employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to LEA, unless LEA agrees to the use of the electronic format.

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

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

### 62. RATE SCHEDULE

The attached rate schedules (Exhibits A and B) limit the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally.

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

When CONTRACTOR is a nonpublic school associated with a Residential Treatment Center (NPS/RTC), Educationally Related Mental Health Services (ERMHS) are provided in an integrated, intensive, educationally related therapeutic residential setting which includes social emotional/behavior support through individual counseling, group counseling, family consultation and support, as appropriate. It is a collaborative model which includes educational professionals and related service providers, where all supports and services are integrated in the NPS/RTC program. Educationally Related Mental Health Services (ERMHS) costs are all inclusive and combined with the daily rate as ERMHS+RB (ERMHS + Room and Board). ERMHS plus Room and Board payments are based on positive attendance (payable for up to a maximum of 365 days) only, with up to a maximum of 10 days payment per student, per contract year, when a bed is unoccupied, for home visits of a therapeutic nature.

**63. DEBARMENT CERTIFICATION**

By signing this agreement, CONTRACTOR certifies that:

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

The Parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1<sup>st</sup> day of July 2015 and terminates at 5:00 P.M. on June 30, 2016, unless sooner terminated as provided herein.

CONTRACTOR  
GUIDING HANDS SCHOOL, INC.

LEA  
CENTER JOINT UNIFIED

Nonpublic School/Agency

By:

Signature

Date

CINDY KELLER, EXECUTIVE DIRECTOR

By:

June 22, 2015

Signature

Date

By:

SCOTT A. LOEHR, SUPERINTENDENT

Notices to CONTRACTOR shall be addressed to:

**CINDY KELLER, EXECUTIVE DIRECTOR**

Name and Title

**GUIDING HANDS SCHOOL, INC.**

Nonpublic School/Agency/Related Service Provider  
**4900 WINDPLAY DR.**

Address

**ELDORADO HILLS, CA 95762**

City

State

Zip

**916-939-0553**

**916-939-0563**

Phone

Fax

**ckeller@ghandsschool.com**

Email\*

(\*Required)

Notices to LEA shall be addressed to:

**SCOTT A. LOEHR, SUPERINTENDENT**

Name and Title

**CENTER JOINT UNIFIED**

LEA

**8408 WATT AVENUE**

Address

**ANTELOPE, CA 95843**

City

State

Zip

**916-338-6320**

**916-338-6329**

Phone

Fax

**probinson@centerusd.org**

Email

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

---

Name and Title

---

LEA

---

Address

---

City

State

Zip

---

Phone

Fax

---

Email

---



**EXHIBIT A: RATES - NON-PUBLIC SCHOOL ONLY – 2015-2016 CONTRACT YEAR**

<b>CONTRACTOR</b>	<b>GUIDING HANDS</b>	<b>CONTRACTOR NUMBER</b>	<b>2015/16.03</b>	<b>2015-2016</b>
	<b>SCHOOL, INC.</b>			
<b>(NONPUBLIC SCHOOL)</b>				<b>(CONTRACT YEAR)</b>

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

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

Payment under this contract may not exceed \_\_\_\_\_  
 Total LEA enrollment may not exceed \_\_\_\_\_  
 (per Master Contract Section 62)

**A. Basic Education Program/Special Education Instruction**  
**Basic Education Program/Dual Enrollment**

Rate	Period
\$142.66	7/1/15-6/30/16

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

**B. Related Services**

(1)	a. Transportation – Round Trip (NPS only, unless otherwise agreed to by LEA)	\$11.28	7/1/15-6/30/16
	b. Transportation – One Way (NPS only, unless otherwise agreed to by LEA)		
	c. Transportation-Dual Enrollment		
	d. Public Transportation		
	e. Parent*		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group of _____		
	c. Adapted Physical Education – Group of _____		
(4)	a. Language and Speech Therapy – Individual	\$100.00	7/1/15-6/30/16
		per session	
	b. Language and Speech Therapy – Group of 2	\$100.00	7/1/15-6/30/16
		per session	
	c. Language and Speech Therapy – Group of 3	\$100.00	7/1/15-6/30/16
		per session	
	d. Language and Speech Therapy – Assessment	\$300.00	7/1/15-6/30/16
		per assessment	
	e. Language and Speech - Consultation Rate		
(5)	a. Additional Instructional Assistant - Individual (must be authorized on IEP)		
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual	\$90.00	
		per session	
	b. Occupational Therapy – Group of 2	\$90.00	
		per session	
	c. Occupational Therapy – Group of 3	\$90.00	
		per session	
	d. Occupational Therapy – Group of 4 - 7	\$90.00	
		per session	
	e. Occupational Therapy - Consultation Rate		
(9)	Physical Therapy		
(10)	a. Behavior Intervention – BII	INC.	

b. Behavior Intervention – BID

Provided by: R. Scott

(11) Nursing Services

\*Parent transportation reimbursement rates are to be determined by LEA.  
\*\*By credentialed Special Education Teacher.

INC.	

SACRAMENTO COUNTY  
SELPA

*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

**2015–2016**

# MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

District CENTER JOINT UNIFIED

Contract Year 2015-2016

X Nonpublic School  
       Nonpublic Agency

## Type of Contract:

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

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

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

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

**DISTRICT MASTER CONTRACT  
GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL/AGENCY SERVICES  
2015-2016**

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2015-2016

CONTRACT NUMBER: 2015/16.04

LEA: CENTER JOINT UNIFIED

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NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

**PLACER LEARNING CENTER**

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**

**MASTER CONTRACT**

## **AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

### **1. MASTER CONTRACT**

This Master Contract is entered into on July 1, 2015, between the **PLACER LEARNING CENTER** (hereinafter referred to as the local educational agency "LEA" or "District") and **CENTER JOINT UNIFIED SCHOOL DISTRICT** (nonpublic, nonsectarian school or agency, hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR, an Individual Services Agreement (hereinafter referred to as "ISA"), along with a Nonpublic Services Student Enrollment form. CONTRACTOR shall work with LEA to complete and return these forms to LEA prior to initiating any services for any student.

Unless otherwise agreed in writing, the ISA and the Nonpublic Services Student Enrollment form shall acknowledge CONTRACTOR'S obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of an LEA student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR. As available and appropriate, LEA shall make available access to any electronic IEP system and/or electronic database for ISA development, including invoicing.

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

### **2. CERTIFICATION AND LICENSES**

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

revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on the applicable CDE certification. Total LEA student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

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

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

With respect to CONTRACTOR'S certification, failure to notify LEA and CDE of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and shall also be good cause for the suspension or termination of this Master Contract by LEA.

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

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless CONTRACTOR and LEA specifically agree, in writing, that a policy or policies, or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 15 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR'S failure to comply with applicable LEA policies (e.g., those policies relating to the provision of special education and/or related services, facilities for individuals with exceptional needs, LEA student enrollment and transfer, LEA student inactive status, corporal punishment, student discipline, and positive behavior interventions).

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

### **4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2015 to June 30, 2016 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2015. (Title 5 California Code of Regulations section 3062(d).) In the event a Master Contract is not renegotiated by June 30<sup>th</sup>, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR'S ownership or authorized representative shall be



provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

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

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

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

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. LEA may require additional information as applicable. If the application packet is not completed and returned to LEA, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2).) In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the discretion of LEA.

## **6. INDIVIDUAL SERVICES AGREEMENT**

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

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

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and LEA agree otherwise in the ISA. (California Education Code section 56366(a)(5) and Title 5 of the California Code of Regulations section 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to an LEA student as a result of lack of provision of services while the student was served by the nonpublic school or agency.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees

otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

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

## **7. DEFINITIONS**

The following definitions shall apply for purposes of this contract:

- a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.
- b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood that a representative of the Special Education Local Plan Area (SELPA) of which LEA is a member is an authorized LEA representative in collaboration with LEA. LEA maintains sole responsibility for the Master Contract, unless otherwise specified in the Master Contract.
- c. The term "credential" means a valid credential, life diploma, permit, or document in special education or Pupil Personnel Services issued by, or under the jurisdiction of, the California State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. As defined in Title 5 of the California Code of Regulations section 3001(r), the term "qualified" means that a person has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services (which can include but is not limited to those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 (qualifications of "highly qualified teacher") and 200.58 (qualifications of paraprofessionals), and those requirements set forth in Title 5 of the California Code of Regulations sections 3064 (staff qualifications for special education instruction) and 3065 (staff qualifications for related services), and Education Code section 56366.1(n)(1)), or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code and the scope of practice as defined by the licensing or credentialing body. Nothing in this definition shall be construed as restricting the activities or services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations.
- e. The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. This includes, but is not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- f. "Parent" means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to

act as the child's parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Title 34 of the Code of Federal Regulations sections 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

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

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

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

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

### **9. MAINTENANCE OF RECORDS**

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

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR'S employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from LEA student's record. Such log needs to record access to LEA student's records by: (a) LEA student's parent; (b) an individual to whom written consent has been executed by LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward all records within ten (10) business days to LEA. These shall include, but not be limited to, current transcripts, IEP/IFSPs, and reports. LEA shall have access to and receive copies of any and all documents required to be maintained by CONTRACTOR within five (5) business days of a request.

**10. SEVERABILITY CLAUSE**

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

**11. SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR'S successors and assignees. CONTRACTOR shall notify LEA, in writing, of any change of ownership or corporate control within ten (10) business days of such change.

**12. VENUE AND GOVERNING LAW**

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

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

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

**14. TERMINATION**

This Master Contract or an Individual Service Agreement may be terminated for cause. Cause shall include but not be limited to non-maintenance of current nonpublic school certification, failure of either LEA or the CONTRACTOR to maintain the standards required under the Master Contract and/or Individual Services Agreement, or other material breach of the contract by CONTRACTOR or LEA. For purposes of Non Public School placement, the cause shall not be the availability of a public class initiated during the period of the Master Contract or ISA unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the Master Contract, either party shall give twenty (20) days prior written notice to the other party pursuant to California Education Code section 56366(a)(4), or immediately if the CONTRACTOR and LEA mutually agree that there are significant health or safety concerns. At the time of termination, CONTRACTOR shall provide to LEA any and all documents

CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract. CONTRACTOR or LEA may also terminate an individual ISA for cause, without terminating the Master Contract in its entirety. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

## 15. INDEMNIFICATION AND HOLD HARMLESS

Except with respect to claims arising from a Party's separate negligence or willful acts, which shall remain that Party's personal obligation, each Party agrees to defend, indemnify and hold harmless the other Party and its directors, officers, and employees with respect to a claim arising from the Party's actual or alleged act, failure to act, error, or omission in the performance of their obligations under this Agreement or any governing law or regulations.

## 16. INSURANCE

LEA and CONTRACTOR agree to purchase and/or maintain through the duration of this Agreement insurance or liability coverage (such as liability coverage provided by a Joint Powers Agency) ensuring their ability to meet their respective defense and indemnity obligations as set forth in this Agreement. Such insurance or liability coverage shall have a limit of liability of no less than \$1,000,000 per claim/occurrence, and \$2,000,000 in the aggregate.

### **Lines of Insurance/Coverage**

The insurance or liability coverage shall include, as may be reasonable and appropriate given the acts and activities contemplated by this Agreement, commercial general liability, premises liability, automobile liability (owned, non-owned, and hired), professional liability/errors and omissions, employer's liability, product liability, completed operations, and/or educator's legal liability coverages.

For the acts and activities contemplated by this Agreement, at a minimum, CONTRACTOR shall provide the following insurances/coverages:

- a. **Commercial General Liability** if the operations of CONTRACTOR involve direct and/or indirect control over or manipulation of student bodily parts, including but not limited to limbs, upper and lower extremities, neck and back, regardless of the location or premises services are provided (i.e. whether services are provided on District property, or property owned, borrowed, rented or leased by CONTRACTOR.)
  - (i) Covered property includes – if applicable according to CONTRACTOR services provided, District property and student property (e.g. wheelchairs, durable medical equipment, assistive technology devices.)
- b. **Professional Liability or Errors and Omissions Liability** since all CONTRACTORS are providing professional or specialized services.
  - (i) Including molestation and abuse, by endorsement if not already in manuscript form.
- c. **Commercial Automobile Liability** if CONTRACTOR is going to operate a vehicle on District property or transport students in any capacity.<sup>1</sup>

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<sup>1</sup> Conditions for coverage regarding transportation of students:

Unless authorized by written agreement including the parent, CONTRACTOR is not to transport students.

If students need transportation to/from the CONTRACTOR'S premises where services are provided, or any other location involving CONTRACTOR'S services, transportation of the student is to be provided by District transportation.

- (i) Limits of liability shall include a minimum of \$1,000,000 combined single unit.
- d. **Premises Liability** (if not included in General Liability) if services are provided on property owned, rented, leased or controlled by CONTRACTOR.
- e. **Educator's Legal Liability** (if not covered under Professional or Errors and Omissions Liabilities), if services include, within LEA's standards, the development and delivery of curriculum.

**Additional Insured Endorsement:**

To the full extent of the Parties' respective indemnity obligations, including the minimum limit of liability set forth above, the Parties' insurance or liability coverage agreements shall also be endorsed to extend "additional insured" or "additional covered party" status to all proposed indemnitees.

**Primary Insurance/Coverage:**

In addition to the "Additional Insured Endorsement" as stated above, said insurance/coverage policies shall include or be endorsed (copy of Endorsement attached to Certificate of Insurance) to the extent that each line of insurance/coverage under this Agreement shall apply as primary, and that any other insurance/coverage maintained by the Parties shall be excess only and not contributing with the insurance/coverage afforded by the other.

**Other Insurance/Coverage:**

Each Party also represents that for the period of this Agreement they will also purchase and maintain [real or personal property insurance or coverage, as well as any] insurance or liability coverage as required by law or regulation, including workers' compensation coverage.

**Workers' Compensation Waiver of Subrogation:**

To the fullest extent permitted by law, CONTRACTOR and its directors, officers, agents, employees, volunteers and guests waive all opportunities of subrogation against LEA for any and all claims for bodily and personal injury, including employers' liability (Coverages A and B) and third party over actions against LEA and its elected and appointed officials, directors, officers, agents, employees, volunteers and guests.

**Certificate of Insurance/Coverage:**

With respect to such required coverage(s) pursuant to this Agreement, each Party shall provide evidence of such coverage(s) by way of a Certificate of Insurance or Certificate of Coverage, issued by a duly authorized representative of the insurer or coverage provider. A copy of each endorsement in order to effect the indemnity obligations of this contract shall be attached to said Certificate, and such Certificate shall not be valid without said endorsement(s).

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If under specified circumstances, and District transportation is not available, transportation of the student is not authorized without parental completion of a *Student Alternate Transportation Form*. Completion of this form is required even if the parent is to transport the student where otherwise District transportation would have been provided in order to receive contracted services.

Any driver (including parents) while on District business must submit prior to commencement of services, a completed and accepted *Employee and Volunteer Personal Automobile Use Form*. This form is to be completed if the transportation of students is for services under this Agreement.

**Survivability:**

The Parties' indemnity and coverage obligations shall survive the termination of this Agreement with respect to any claim arising from the Parties' actual or alleged performance or non-performance of their respective rights, privileges, or obligations existing under this Agreement.

**Joint Interests:**

For the duration of this Agreement, with respect to the fulfillment of each Parties' obligations pursuant to this Agreement, each Party agrees to provide the other's designee (e.g. Risk Management Department) with notification of bodily injury, personal injury or loss of property to each Parties' officials, employees, agents, volunteers, guests and third parties, within 5 calendar days of the date of occurrence of such loss, but no later than 5 calendar days of the date of the Party's knowledge of the loss.

In the event of such loss, the Parties agree to take all steps reasonable or necessary to cooperate in investigating the occurrence of each loss, and in resolving or mitigating losses with the affected or third party.

In the event of a claim covered by these provisions, the Parties agree to take all steps reasonable or necessary to cooperate in defending and protecting their joint interests, including efforts to reduce defense costs (through joint representation whenever possible), expenses and potential liability exposures.

**Injury and Illness Prevention:**

Each Party also represents that for the period of this Agreement, they will maintain and enforce an Injury and Illness Prevention Program as required by law or regulation, including all required standards and requirements under such law/regulation (e.g. blood borne pathogen, ergonomic, reporting of serious injury/illness), and agree to take all steps reasonable or necessary to cooperate in ensuring compliance. Documentation or recordkeeping to the same will be made available to the other Party upon request.

**17. INDEPENDENT CONTRACTOR**

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

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

**18. SUBCONTRACTING**

CONTRACTOR shall not enter into any subcontracting relationship without first obtaining final written approval of LEA. Should CONTRACTOR wish to subcontract for special education and/or related services pursuant to this Master Contract, it must provide written notification to LEA before any subcontracting arrangement is made. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR'S original request and CONTRACTOR shall not subcontract for said services.

Should LEA approve in concept, of CONTRACTOR subcontracting for services, CONTRACTOR shall submit to LEA for approval the proposed subcontract. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent possible. Furthermore, when CONTRACTOR creates subcontracts for the provision of special education and/or related services (including without limitation, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain indemnification and insurance requirements which comply with the provisions of Sections 15 and 16 of this Master Contract, for the duration of the term of each subcontract. If a proposed subcontract is approved by LEA, each subcontractor must furnish LEA with original endorsements and certificates of insurance effective coverage required by Section 16 of this Master Contract. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Unless otherwise agreed to by LEA, the endorsements are to be on forms provided by the LEA. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured. All endorsements are to be received and approved by LEA before the subcontractor's work commences. In addition, all sub-contractors must meet the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Master Contract. No subcontract shall be considered final without LEA approval.

## **19. CONFLICTS OF INTEREST**

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

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

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

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from LEA through due process proceedings.



## **20. NON-DISCRIMINATION**

CONTRACTOR shall not unlawfully discriminate on the basis of race, gender, ethnic groups, identification, ancestry, religion, sex, national origin, age, sexual orientation, or mental or physical disability or on the basis of a person's association with a person or groups with one or more of these actual or perceived characteristics, or any other classification provided by federal or state law, in employment or operation of its programs.

## **EDUCATIONAL PROGRAM**

### **21. FREE AND APPROPRIATE PUBLIC EDUCATION**

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

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in LEA student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of LEA student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall ensure that facilities are adequate to provide all LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for LEA student to receive a free appropriate public education after: (a) written notification to LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by LEA of the written notification and a written acknowledgment signed by LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

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

### **22. GENERAL PROGRAM OF INSTRUCTION**

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.* and shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR'S general program of instruction shall: (a) utilize evidence-based practices and predictors and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in LEA

student's IEP and ISA. LEA students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school: (b) college preparation courses; (c) extracurricular activities such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. When appropriate, CONTRACTOR shall utilize the designated curriculum guidelines for students with moderate to severe disabilities who participate in the State's alternative assessment. These students shall have access to the core content, activities, and instructional materials delineated within these curriculum guidelines. CONTRACTOR'S general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

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

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

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services unless LEA and CONTRACTOR agree otherwise in writing.

## **23. INSTRUCTIONAL MINUTES**

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

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

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

## **24. CLASS SIZE**

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

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

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

## **25. CALENDARS**

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

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

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

CONTRACTOR shall observe only the same legal holidays as LEA. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to LEA-developed/approved calendar; or as specified in LEA student's IEP and ISA. Unless otherwise specified in LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that LEA student's school of attendance is in session and LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on LEA calendar unless CONTRACTOR and LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

## **26. DATA REPORTING**

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

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

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

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

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

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

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

When CONTRACTOR is a nonpublic school, per implementation of Assembly Bill 484, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress ("CAASP"), Desired Results Developmental Profile ("DRDP"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, California English Language Development Test ("CELDT"), and the California High School Exit Examination, as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

**29. MANDATED ATTENDANCE AT LEA MEETINGS**

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

**30. POSITIVE BEHAVIOR INTERVENTIONS**

CONTRACTOR shall comply with all requirements of Education Code section 56521.1 and 56521.2 regarding positive behavior interventions. Failure to do so shall constitute sufficient cause for contract termination.

LEA students who exhibit serious behavioral challenges must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the individualized education program ("IEP") team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan (BIP), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy consistent with California Education Code section 56521.1 regarding emergency interventions and Behavioral Emergency Reports ("BERs"). Evidence of such training shall be submitted to the LEA at the beginning of the school year and within 6 days of any new hire. CONTRACTOR shall also ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. Training includes certification with an approved SELPA crisis intervention program.

Pursuant to Education Code section 56521.1 emergency interventions shall not be used as a substitute for a BIP, and instead may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the LEA student, or others. Before emergency interventions may be applied, the behavior must be of the kind that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. Emergency interventions shall not be employed longer than necessary to contain the behavior. If a situation requires prolonged use of an emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

To prevent emergency interventions from being used in lieu of planned, systematic behavioral interventions, the parent, guardian, and residential care provider, if appropriate, shall be notified if an emergency intervention is used or serious property damage occurs. CONTRACTOR shall immediately complete and maintain in the file of LEA student, a BER which shall include all of the following: (1) The name and age of the individual with exceptional needs; (2) The setting and location of the incident; (3) The

name of the staff or other persons involved; (4) A description of the incident and the emergency intervention used, and whether the LEA student is currently engaged in any systematic behavioral intervention plan; and (5) Details of any injuries sustained by LEA student or others, including staff, as a result of the incident. The BER shall be submitted to LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall also notify Parent within twenty-four (24) hours via telephone.

Consistent with the requirements of California Education Code section 56521.1(g), if a BER is written regarding an LEA student who does not have a behavior intervention plan, the designated responsible administrator shall, within two days, schedule an IEP Team meeting to review the emergency report, to determine the necessity for a functional behavioral assessment, and to determine the necessity for an interim plan. The IEP Team shall document the reasons for not conducting the functional behavioral assessment, not developing an interim plan, or both. Consistent with the requirements of California Education Code section 56521.1(h), if a behavioral emergency report is written regarding an LEA student who has a positive behavioral intervention plan, an incident involving a previously unseen serious behavior problem, or where a previously designed intervention is ineffective, shall be referred to the IEP team to review and determine if the incident constitutes a need to modify the positive behavioral intervention plan.

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

### **31. STUDENT DISCIPLINE**

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

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall submit a written discipline report within 24 hours to LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10<sup>th</sup>) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

### **32. IEP TEAM MEETINGS**

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school and/or by the nonpublic agency; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366(a)(2)(B)(i) and (ii) and pursuant to California Education Code section 56345(b)(4).) If an LEA student is to be transferred from a nonpublic school setting into a regular class

setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP Team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and LEA. CONTRACTOR shall provide to LEA, at no cost and prior to an annual or triennial IEP Team meeting, documentation which shows progress on goals and any and all assessments and written assessment reports (including testing protocols) created by CONTRACTOR and any of its agents or subcontractors, upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

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

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

### **33. SURROGATE PARENTS**

CONTRACTOR shall comply with all LEA surrogate parent assignments.

### **34. DUE PROCESS PROCEEDINGS**

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

### **35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination

policies pursuant to Title 5 of the California Code of Regulations section 4960(a); (3) Sexual Harassment Policies pursuant to California Education Code 231.5 (a), (b) and (c); (4) Title IX Student Grievance Procedures pursuant to Title 34 of the Code of Federal Regulations sections 106.8(a) and 106.9(a); (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPPA); and (6) Notification and Complaint Procedures for Disability Access, pursuant to 42 U.S.C. §§ 12101 *et seq.*, Title 34 of the Code of Federal Regulations section 104. CONTRACTOR shall include verification of these procedures to LEA.

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

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

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

CONTRACTOR shall complete academic or other assessment of LEA student one month prior to LEA student's annual or triennial review IEP team meeting for the purpose of reporting LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. Sufficient copies of reports, projected goals and/or any other relevant documents to be reviewed by the IEP Team shall be provided to the District no later than five (5) business days prior to an annual or triennial IEP team meeting. CONTRACTOR shall maintain all supporting documentation including but not limited to test protocols and data collection, which shall be made available to LEA within 5 business days of request.

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

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

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

### **37. TRANSCRIPTS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine through twelve inclusive. CONTRACTOR shall submit all transcripts on LEA approved forms to LEA student's school of residence,



for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to LEA names of LEA students and their schools of residence for whom transcripts have been submitted as specified by LEA.

**38. LEA STUDENT CHANGE OF RESIDENCE**

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

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

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

CONTRACTOR shall immediately report, by telephone, with a follow-up written notification within five (5) business days to LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call on LEA approved forms and submit to LEA and the Department of Education, if required, within five (5) business days of the withdrawal, including a student's change in residence to a residence outside of LEA service boundaries, and the student's discharge against professional advice from a Nonpublic School/Residential Treatment Center (NPS/RTC). CONTRACTOR shall assist LEA to verify and clear potential dropouts three times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress (AYP).

**40. PARENT ACCESS**

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

CONTRACTOR, if operating a program with a residential component, shall ensure that parents obtain prior written authorization for therapeutic visits from both the CONTRACTOR and LEA.

CONTRACTORS providing services in the student's home as specified in the IEP shall assure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

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

CONTRACTORS operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR

and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA.

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

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

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

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

CONTRACTORS providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to LEA.

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

**42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS**

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

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

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1411 *et seq.* and Education Code section 56000, *et seq.*; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Title 5, California Code of Regulations section 3001 *et seq.*, Title 2, California Code of Regulations section 60100 *et seq.* regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in LEA student's IEPs.

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

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

#### **43. STATE MEAL MANDATE**

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

#### **44. MONITORING**

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

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

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

CONTRACTOR shall fully participate in any LEA and CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by LEA. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

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

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

## PERSONNEL

### 45. CLEARANCE REQUIREMENTS

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

The passage of AB 389 amends Education Code sections 44237 and 56366.1 as to the verification that the CONTRACTOR has received a successful criminal background check clearance and has enrolled in subsequent arrest notice service, as specified, **for each owner, operator, and employee of the nonpublic, nonsectarian school or agency.** Further this bill deletes the exemption for applicants possessing a valid California state teaching credential or who are currently licensed by another state agency that requires a criminal record summary, from submitting 2 sets of fingerprints for the purpose of obtaining a criminal record summary from the Department of Justice and the Federal Bureau of Investigation. Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notice service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service as required by California Penal Code section 11105.2 for all staff shall be provided upon request.

### 46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or to provide related services are qualified as defined in Section 7(d) of this Mater Contract, including but not limited to holding a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with Education Code section 56366.1(n)(1); are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58; and are qualified consistent with Title 5 of the California Code of Regulations, sections 3064 and 3065, as applicable. Qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that each special education teacher meets the Highly Qualified Teacher requirements and holds a full and valid non-expired CTC credential authorizing instruction to students with the disabling conditions placed in the teacher's classroom through documentation provided to the CDE (5 CCR 3064(a)).

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

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

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma and at least one of the following qualifications: (a) completed at least 2 years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

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

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

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

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within thirty (30) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period during which such person is providing services under this Master Contract. Failure to notify LEA of changes in licenses, certifications or suspensions shall be good cause for termination of this Master Contract by LEA.

Failure to notify LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and shall also suffice as good cause for the suspension or termination of this Master Contract by LEA.

**48. STAFF ABSENCE**

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

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

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

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

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

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or an LEA-approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to LEA. It is understood that unless otherwise agreed to by LEA, a public school credentialed teacher is responsible for the instructional program and all nonpublic agency related service providers shall work collaboratively with the teacher who shall remain in charge of supervising the instructional program.

**HEALTH AND SAFETY MANDATES**

**50. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR

shall comply with the requirements of California Education Code sections 35021 et seq., and 49406, and Health and Safety Code section 121545 regarding the examination of CONTRACTOR'S employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

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

## **51. FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 of the California Code of Regulations section 550. During the duration of this Agreement, if CONTRACTOR is subject to fines, penalties and findings of non-compliance, CONTRACTOR shall assume any and all responsibilities for payment of such financial obligations. CONTRACTOR shall also be fully responsible for any structural changes and/or modifications to CONTRACTOR'S facilities as required to comply with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify LEA or CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by LEA.

In signing this Agreement, CONTRACTOR certifies that its facilities either comply with federal and state and local laws regarding disability access, or possesses and has available upon demand, a self-evaluation and/or transition plan in accordance with said laws.

## **52. ADMINISTRATION OF MEDICATION**

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

In the event there is an LEA student who is on a prescription medication regimen, the CONTRACTOR is to: (a) first obtain a copy of the appropriate medication authorization form available from LEA student's primary regional or site nurse; or (b) in the event the student does not take prescription medication during the school day, but would only take such medication while in the care, custody and control of the CONTRACTOR, prior to the commencement of services to LEA student, CONTRACTOR is to obtain a signed copy of the appropriate medication authorization form from the District. Both the District and CONTRACTOR shall retain a copy of the Authorization.

**53. INCIDENT/ACCIDENT REPORTING**

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

**54. CHILD ABUSE REPORTING**

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

CONTRACTOR is to read and become familiar with the District's *Mandated Child Abuse and Neglect Reporting Manual*, available on the District's Risk Management Web Site at:  
<http://www.egusd.net/riskmanagement/Info-MandRep.html>.

In the event there is suspicion of abuse conducted by District staff (e.g. a student reports to CONTRACTOR staff of abuse from District staff), CONTRACTOR is to file the appropriate report to the Sacramento County Sheriff. CONTRACTOR is also to confidentially notify the Risk Management Department (Risk Manager) of the report. CONTRACTOR is to cooperate with any investigation conducted by the District in connection with such report.

**55. SEXUAL HARASSMENT/DISCRIMINATION**

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

**56. REPORTING OF MISSING CHILDREN**

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

**FINANCIAL**

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

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

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing, including requirements of electronic billing, as specified by LEA



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

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

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on a LEA form with signatures in the manner prescribed by LEA. Contractor will submit invoices using the format provided by LEA. At the request of LEA, invoices may require the following information: name of LEA student for whom service was provided; the type of service provided; (if payment for assessment is approved by LEA pursuant to Section 36 of this Master Contract, the invoice must describe whether the assessment was prepared for an initial, annual, amended, or triennial IEP; month of service; specific dates (date, month, year and times) of services coordinated pursuant to LEA-approved calendar unless otherwise specified in the IEP or agreed to by LEA; name of staff who provided the service and that individual's licensing and credentials; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; and verification that progress reports have been provided consistent with IEP Benchmark Dates unless otherwise specified on the ISA. In the event services were not provided, rationale for why the services were not provided shall be included.

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

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

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

## **58. RIGHT TO WITHHOLD PAYMENT**

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (b) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (c) CONTRACTOR has failed to provide supporting documentation with an invoice; (d) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (e) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR'S educational program; (f) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; (g) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student; (h) CONTRACTOR fails to provide the required liability/insurance documentation as outlined in Section 16; or (i) CONTRACTOR has otherwise failed to perform, in whole or in part, under the terms of this Master Contract. It is understood that no payments shall be made for any invoices that are not received by six months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by LEA until completion of a review or audit, if deemed necessary by LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

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

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

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

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

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

**59. PAYMENT FROM OUTSIDE AGENCIES**

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

**60. PAYMENT FOR ABSENCES**

**NONPUBLIC SCHOOL STAFF ABSENCE**

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

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

**NONPUBLIC SCHOOL STUDENT ABSENCE**

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

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

**NONPUBLIC AGENCY STAFF ABSENCE**

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

## **NONPUBLIC AGENCY STUDENT ABSENCE**

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a LEA student no later than the fifth (5th) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

### **61. INSPECTION AND AUDIT**

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

CONTRACTOR shall provide LEA access to all records as defined in Section 9 of this Master Contract. CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR'S offices (to be specified by LEA), at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR'S offices for purposes of interviewing CONTRACTOR'S employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to LEA, unless LEA agrees to the use of the electronic format.

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

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

### **62. RATE SCHEDULE**

The attached rate schedules (Exhibits A and B) limit the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally.

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

When CONTRACTOR is a nonpublic school associated with a Residential Treatment Center (NPS/RTC), Educationally Related Mental Health Services (ERMHS) are provided in an integrated, intensive, educationally related therapeutic residential setting which includes social emotional/behavior support through individual counseling, group counseling, family consultation and support, as appropriate. It is a collaborative model which includes educational professionals and related service providers, where all supports and services are integrated in the NPS/RTC program. Educationally Related Mental Health Services (ERMHS) costs are all inclusive and combined with the daily rate as ERMHS+RB (ERMHS + Room and Board). ERMHS plus Room and Board payments are based on positive attendance (payable for up to a maximum of 365 days) only, with up to a maximum of 10 days payment per student, per contract year, when a bed is unoccupied, for home visits of a therapeutic nature.

### 63. DEBARMENT CERTIFICATION

By signing this agreement, CONTRACTOR certifies that:

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

The Parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1<sup>st</sup> day of July 2015 and terminates at 5:00 P.M. on June 30, 2016, unless sooner terminated as provided herein.

CONTRACTOR  
PLACER LEARNING CENTER

Nonpublic School/Agency

By:

Signature

Date

RANDYE EICHLER, MS - DIRECTOR

LEA  
CENTER JOINT UNIFIED

By:

June 22, 2015

Signature

Date

By:

SCOTT A. LOEHR, SUPERINTENDENT

Notices to CONTRACTOR shall be addressed to:

**RANDYE EICHLER, MS - DIRECTOR**

Name and Title

**PLACER LEARNING CENTER**

Nonpublic School/Agency/Related Service Provider  
**5477 EUREKA RD.**

Address

**GRANITE BAY, CA**

**95746**

City

State

Zip

**916-774-1260**

**916-791-0860**

Phone

Fax

**randye@placerlc.com**

Email\*

(\*Required)

Notices to LEA shall be addressed to:

**SCOTT A. LOEHR, SUPERINTENDENT**

Name and Title

**CENTER JOINT UNIFIED**

LEA

**8408 WATT AVENUE**

Address

**ANTELOPE,**

**CA**

**95843**

City

State

Zip

**916-338-6320**

**916-338-6329**

Phone

Fax

**probinson@centerusd.org**

Email

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

---

Name and Title

---

LEA

---

Address

---

City

State

Zip

---

Phone

Fax

---

Email

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# EXHIBIT A: RATES - NON-PUBLIC SCHOOL ONLY – 2015-2016 CONTRACT YEAR

<b>CONTRACTOR</b>	<b>PLACER LEARNING CENTER</b>	<b>CONTRACTOR NUMBER</b>	<b>2015/16.04</b>	<b>2015-2016</b>
<b>(NONPUBLIC SCHOOL)</b>				<b>(CONTRACT YEAR)</b>

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

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

Payment under this contract may not exceed \_\_\_\_\_  
 Total LEA enrollment may not exceed \_\_\_\_\_  
 (per Master Contract Section 62)

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

Rate	Period
\$145.60	7/1/15-6/30/16

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

## B. Related Services

(1)	a. Transportation – Round Trip (NPS only, unless otherwise agreed to by LEA)	\$25.00	7/1/15-6/30/16
	b. Transportation – One Way (NPS only, unless otherwise agreed to by LEA)	\$12.50	7/1/15-6/30/16
	c. Transportation-Dual Enrollment		
	d. Public Transportation		
	e. Parent*		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group of _____		
	c. Adapted Physical Education – Group of _____		
(4)	a. Language and Speech Therapy – Individual		
	b. Language and Speech Therapy – Group of 2		
	c. Language and Speech Therapy – Group of 3		
	d. Language and Speech Therapy – Assessment		
	e. Language and Speech - Consultation Rate		
(5)	a. Additional Instructional Assistant - Individual (must be authorized on IEP)		
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual		
	b. Occupational Therapy – Group of 2		
	c. Occupational Therapy – Group of 3		
	d. Occupational Therapy – Group of 4 - 7		
	e. Occupational Therapy - Consultation Rate		
(9)	Physical Therapy		
(10)	a. Behavior Intervention – BII		
	b. Behavior Intervention – BID		
	Provided by: <u>R. Scott</u>		
(11)	Nursing Services		

\*Parent transportation reimbursement rates are to be determined by I.E.A.

\*\*By credentialed Special Education Teacher.

SACRAMENTO COUNTY  
SELPA

*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

***2015–2016***



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

District CENTER JOINT UNIFIED

Contract Year 2015-2016

X Nonpublic School  
       Nonpublic Agency

**Type of Contract:**

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

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

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

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

**DISTRICT MASTER CONTRACT  
GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL/AGENCY SERVICES  
2015-2016**

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**DISTRICT MASTER CONTRACT  
GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL/AGENCY SERVICES  
2015-2016**

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2015-2016

CONTRACT NUMBER: 2015/16.05

LEA: CENTER JOINT UNIFIED

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NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

POINT QUEST EDUCATION, INC.

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

## AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

### 1. MASTER CONTRACT

This Master Contract is entered into on July 1, 2015, between the POINT QUEST EDUCATION, INC. (Hereinafter referred to as the local educational agency "LEA" or "District") and CENTER JOINT UNIFIED SCHOOL DISTRICT (nonpublic, nonsectarian school or agency, hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR, an Individual Services Agreement (hereinafter referred to as "ISA"), along with a Nonpublic Services Student Enrollment form. CONTRACTOR shall work with LEA to complete and return these forms to LEA prior to initiating any services for any student.

Unless otherwise agreed in writing, the ISA and the Nonpublic Services Student Enrollment form shall acknowledge CONTRACTOR'S obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of an LEA student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR. As available and appropriate, LEA shall make available access to any electronic IEP system and/or electronic database for ISA development, including invoicing.

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

### 2. CERTIFICATION AND LICENSES

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

revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on the applicable CDE certification. Total LEA student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

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

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

With respect to CONTRACTOR'S certification, failure to notify LEA and CDE of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and shall also be good cause for the suspension or termination of this Master Contract by LEA.

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

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless CONTRACTOR and LEA specifically agree, in writing, that a policy or policies, or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 15 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR'S failure to comply with applicable LEA policies (e.g., those policies relating to the provision of special education and/or related services, facilities for individuals with exceptional needs, LEA student enrollment and transfer, LEA student inactive status, corporal punishment, student discipline, and positive behavior interventions).

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

### **4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2015 to June 30, 2016 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2015. (Title 5 California Code of Regulations section 3062(d).) In the event a Master Contract is not renegotiated by June 30<sup>th</sup>, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR'S ownership or authorized representative shall be

provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

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

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

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

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. LEA may require additional information as applicable. If the application packet is not completed and returned to LEA, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2).) In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the discretion of LEA.

## **6. INDIVIDUAL SERVICES AGREEMENT**

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

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

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and LEA agree otherwise in the ISA. (California Education Code section 56366(a)(5) and Title 5 of the California Code of Regulations section 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to an LEA student as a result of lack of provision of services while the student was served by the nonpublic school or agency.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees

otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

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

## **7. DEFINITIONS**

The following definitions shall apply for purposes of this contract:

- a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.
- b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood that a representative of the Special Education Local Plan Area (SELPA) of which LEA is a member is an authorized LEA representative in collaboration with LEA. LEA maintains sole responsibility for the Master Contract, unless otherwise specified in the Master Contract.
- c. The term "credential" means a valid credential, life diploma, permit, or document in special education or Pupil Personnel Services issued by, or under the jurisdiction of, the California State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. As defined in Title 5 of the California Code of Regulations section 3001(r), the term "qualified" means that a person has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services (which can include but is not limited to those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 (qualifications of "highly qualified teacher") and 200.58 (qualifications of paraprofessionals), and those requirements set forth in Title 5 of the California Code of Regulations sections 3064 (staff qualifications for special education instruction) and 3065 (staff qualifications for related services), and Education Code section 56366.1(n)(1)), or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code and the scope of practice as defined by the licensing or credentialing body. Nothing in this definition shall be construed as restricting the activities or services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations.
- e. The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. This includes, but is not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- f. "Parent" means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to

act as the child's parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Title 34 of the Code of Federal Regulations sections 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

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

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

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

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

### **9. MAINTENANCE OF RECORDS**

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



CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR'S employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from LEA student's record. Such log needs to record access to LEA student's records by: (a) LEA student's parent; (b) an individual to whom written consent has been executed by LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward all records within ten (10) business days to LEA. These shall include, but not be limited to, current transcripts, IEP/IFSPs, and reports. LEA shall have access to and receive copies of any and all documents required to be maintained by CONTRACTOR within five (5) business days of a request.

**10. SEVERABILITY CLAUSE**

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

**11. SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR'S successors and assignees. CONTRACTOR shall notify LEA, in writing, of any change of ownership or corporate control within ten (10) business days of such change.

**12. VENUE AND GOVERNING LAW**

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

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

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

**14. TERMINATION**

This Master Contract or an Individual Service Agreement may be terminated for cause. Cause shall include but not be limited to non-maintenance of current nonpublic school certification, failure of either LEA or the CONTRACTOR to maintain the standards required under the Master Contract and/or Individual Services Agreement, or other material breach of the contract by CONTRACTOR or LEA. For purposes of Non Public School placement, the cause shall not be the availability of a public class initiated during the period of the Master Contract or ISA unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the Master Contract, either party shall give twenty (20) days prior written notice to the other party pursuant to California Education Code section 56366(a)(4), or immediately if the CONTRACTOR and LEA mutually agree that there are significant health or safety concerns. At the time of termination, CONTRACTOR shall provide to LEA any and all documents

CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract. CONTRACTOR or LEA may also terminate an individual ISA for cause, without terminating the Master Contract in its entirety. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

## 15. INDEMNIFICATION AND HOLD HARMLESS

Except with respect to claims arising from a Party's separate negligence or willful acts, which shall remain that Party's personal obligation, each Party agrees to defend, indemnify and hold harmless the other Party and its directors, officers, and employees with respect to a claim arising from the Party's actual or alleged act, failure to act, error, or omission in the performance of their obligations under this Agreement or any governing law or regulations.

## 16. INSURANCE

LEA and CONTRACTOR agree to purchase and/or maintain through the duration of this Agreement insurance or liability coverage (such as liability coverage provided by a Joint Powers Agency) ensuring their ability to meet their respective defense and indemnity obligations as set forth in this Agreement. Such insurance or liability coverage shall have a limit of liability of no less than \$1,000,000 per claim/occurrence, and \$2,000,000 in the aggregate.

### **Lines of Insurance/Coverage**

The insurance or liability coverage shall include, as may be reasonable and appropriate given the acts and activities contemplated by this Agreement, commercial general liability, premises liability, automobile liability (owned, non-owned, and hired), professional liability/errors and omissions, employer's liability, product liability, completed operations, and/or educator's legal liability coverages.

For the acts and activities contemplated by this Agreement, at a minimum, CONTRACTOR shall provide the following insurances/coverages:

- a. **Commercial General Liability** if the operations of CONTRACTOR involve direct and/or indirect control over or manipulation of student bodily parts, including but not limited to limbs, upper and lower extremities, neck and back, regardless of the location or premises services are provided (i.e. whether services are provided on District property, or property owned, borrowed, rented or leased by CONTRACTOR.)
  - (i) Covered property includes – if applicable according to CONTRACTOR services provided, District property and student property (e.g. wheelchairs, durable medical equipment, assistive technology devices.)
- b. **Professional Liability or Errors and Omissions Liability** since all CONTRACTORS are providing professional or specialized services.
  - (i) Including molestation and abuse, by endorsement if not already in manuscript form.
- c. **Commercial Automobile Liability** if CONTRACTOR is going to operate a vehicle on District property or transport students in any capacity.<sup>1</sup>

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<sup>1</sup> Conditions for coverage regarding transportation of students:

Unless authorized by written agreement including the parent, CONTRACTOR is not to transport students.

If students need transportation to/from the CONTRACTOR'S premises where services are provided, or any other location involving CONTRACTOR'S services, transportation of the student is to be provided by District transportation.

- (i) Limits of liability shall include a minimum of \$1,000,000 combined single unit.
- d. **Premises Liability** (if not included in General Liability) if services are provided on property owned, rented, leased or controlled by CONTRACTOR.
- e. **Educator's Legal Liability** (if not covered under Professional or Errors and Omissions Liabilities), if services include, within LEA's standards, the development and delivery of curriculum.

**Additional Insured Endorsement:**

To the full extent of the Parties' respective indemnity obligations, including the minimum limit of liability set forth above, the Parties' insurance or liability coverage agreements shall also be endorsed to extend "additional insured" or "additional covered party" status to all proposed indemnitees.

**Primary Insurance/Coverage:**

In addition to the "Additional Insured Endorsement" as stated above, said insurance/coverage policies shall include or be endorsed (copy of Endorsement attached to Certificate of Insurance) to the extent that each line of insurance/coverage under this Agreement shall apply as primary, and that any other insurance/coverage maintained by the Parties shall be excess only and not contributing with the insurance/coverage afforded by the other.

**Other Insurance/Coverage:**

Each Party also represents that for the period of this Agreement they will also purchase and maintain [real or personal property insurance or coverage, as well as any] insurance or liability coverage as required by law or regulation, including workers' compensation coverage.

**Workers' Compensation Waiver of Subrogation:**

To the fullest extent permitted by law, CONTRACTOR and its directors, officers, agents, employees, volunteers and guests waive all opportunities of subrogation against LEA for any and all claims for bodily and personal injury, including employers' liability (Coverages A and B) and third party over actions against LEA and its elected and appointed officials, directors, officers, agents, employees, volunteers and guests.

**Certificate of Insurance/Coverage:**

With respect to such required coverage(s) pursuant to this Agreement, each Party shall provide evidence of such coverage(s) by way of a Certificate of Insurance or Certificate of Coverage, issued by a duly authorized representative of the insurer or coverage provider. A copy of each endorsement in order to effect the indemnity obligations of this contract shall be attached to said Certificate, and such Certificate shall not be valid without said endorsement(s).

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If under specified circumstances, and District transportation is not available, transportation of the student is not authorized without parental completion of a *Student Alternate Transportation Form*. Completion of this form is required even if the parent is to transport the student where otherwise District transportation would have been provided in order to receive contracted services.

Any driver (including parents) while on District business must submit prior to commencement of services, a completed and accepted *Employee and Volunteer Personal Automobile Use Form*. This form is to be completed if the transportation of students is for services under this Agreement.

**Survivability:**

The Parties' indemnity and coverage obligations shall survive the termination of this Agreement with respect to any claim arising from the Parties' actual or alleged performance or non-performance of their respective rights, privileges, or obligations existing under this Agreement.

**Joint Interests:**

For the duration of this Agreement, with respect to the fulfillment of each Parties' obligations pursuant to this Agreement, each Party agrees to provide the other's designee (e.g. Risk Management Department) with notification of bodily injury, personal injury or loss of property to each Parties' officials, employees, agents, volunteers, guests and third parties, within 5 calendar days of the date of occurrence of such loss, but no later than 5 calendar days of the date of the Party's knowledge of the loss.

In the event of such loss, the Parties agree to take all steps reasonable or necessary to cooperate in investigating the occurrence of each loss, and in resolving or mitigating losses with the affected or third party.

In the event of a claim covered by these provisions, the Parties agree to take all steps reasonable or necessary to cooperate in defending and protecting their joint interests, including efforts to reduce defense costs (through joint representation whenever possible), expenses and potential liability exposures.

**Injury and Illness Prevention:**

Each Party also represents that for the period of this Agreement, they will maintain and enforce an Injury and Illness Prevention Program as required by law or regulation, including all required standards and requirements under such law/regulation (e.g. blood borne pathogen, ergonomic, reporting of serious injury/illness), and agree to take all steps reasonable or necessary to cooperate in ensuring compliance. Documentation or recordkeeping to the same will be made available to the other Party upon request.

**17. INDEPENDENT CONTRACTOR**

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

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

**18. SUBCONTRACTING**

CONTRACTOR shall not enter into any subcontracting relationship without first obtaining final written approval of LEA. Should CONTRACTOR wish to subcontract for special education and/or related services pursuant to this Master Contract, it must provide written notification to LEA before any subcontracting arrangement is made. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR'S original request and CONTRACTOR shall not subcontract for said services.

Should LEA approve in concept, of CONTRACTOR subcontracting for services, CONTRACTOR shall submit to LEA for approval the proposed subcontract. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent possible. Furthermore, when CONTRACTOR creates subcontracts for the provision of special education and/or related services (including without limitation, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain indemnification and insurance requirements which comply with the provisions of Sections 15 and 16 of this Master Contract, for the duration of the term of each subcontract. If a proposed subcontract is approved by LEA, each subcontractor must furnish LEA with original endorsements and certificates of insurance effective coverage required by Section 16 of this Master Contract. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Unless otherwise agreed to by LEA, the endorsements are to be on forms provided by the LEA. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured. All endorsements are to be received and approved by LEA before the subcontractor's work commences. In addition, all sub-contractors must meet the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Master Contract. No subcontract shall be considered final without LEA approval.

## **19. CONFLICTS OF INTEREST**

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

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

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

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from LEA through due process proceedings.

## **20. NON-DISCRIMINATION**

CONTRACTOR shall not unlawfully discriminate on the basis of race, gender, ethnic groups, identification, ancestry, religion, sex, national origin, age, sexual orientation, or mental or physical disability or on the basis of a person's association with a person or groups with one or more of these actual or perceived characteristics, or any other classification provided by federal or state law, in employment or operation of its programs.

## **EDUCATIONAL PROGRAM**

### **21. FREE AND APPROPRIATE PUBLIC EDUCATION**

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

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in LEA student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of LEA student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall ensure that facilities are adequate to provide all LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for LEA student to receive a free appropriate public education after: (a) written notification to LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by LEA of the written notification and a written acknowledgment signed by LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

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

### **22. GENERAL PROGRAM OF INSTRUCTION**

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.* and shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR'S general program of instruction shall: (a) utilize evidence-based practices and predictors and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in LEA

student's IEP and ISA. LEA students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school: (b) college preparation courses; (c) extracurricular activities such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. When appropriate, CONTRACTOR shall utilize the designated curriculum guidelines for students with moderate to severe disabilities who participate in the State's alternative assessment. These students shall have access to the core content, activities, and instructional materials delineated within these curriculum guidelines. CONTRACTOR'S general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

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

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

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services unless LEA and CONTRACTOR agree otherwise in writing.

## **23. INSTRUCTIONAL MINUTES**

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

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

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

#### **24. CLASS SIZE**

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

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

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

#### **25. CALENDARS**

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

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

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

CONTRACTOR shall observe only the same legal holidays as LEA. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.



When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to LEA-developed/approved calendar; or as specified in LEA student's IEP and ISA. Unless otherwise specified in LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that LEA student's school of attendance is in session and LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on LEA calendar unless CONTRACTOR and LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

## **26. DATA REPORTING**

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

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

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

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

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

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

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

When CONTRACTOR is a nonpublic school, per implementation of Assembly Bill 484, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress ("CAASP"), Desired Results Developmental Profile ("DRDP"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, California English Language Development Test ("CELDT"), and the California High School Exit Examination, as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

## **29. MANDATED ATTENDANCE AT LEA MEETINGS**

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

## **30. POSITIVE BEHAVIOR INTERVENTIONS**

CONTRACTOR shall comply with all requirements of Education Code section 56521.1 and 56521.2 regarding positive behavior interventions. Failure to do so shall constitute sufficient cause for contract termination.

LEA students who exhibit serious behavioral challenges must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the individualized education program ("IEP") team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan (BIP), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy consistent with California Education Code section 56521.1 regarding emergency interventions and Behavioral Emergency Reports ("BERs"). Evidence of such training shall be submitted to the LEA at the beginning of the school year and within 6 days of any new hire. CONTRACTOR shall also ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. Training includes certification with an approved SELPA crisis intervention program.

Pursuant to Education Code section 56521.1 emergency interventions shall not be used as a substitute for a BIP, and instead may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the LEA student, or others. Before emergency interventions may be applied, the behavior must be of the kind that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. Emergency interventions shall not be employed longer than necessary to contain the behavior. If a situation requires prolonged use of an emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

To prevent emergency interventions from being used in lieu of planned, systematic behavioral interventions, the parent, guardian, and residential care provider, if appropriate, shall be notified if an emergency intervention is used or serious property damage occurs. CONTRACTOR shall immediately complete and maintain in the file of LEA student, a BER which shall include all of the following: (1) The name and age of the individual with exceptional needs; (2) The setting and location of the incident; (3) The

name of the staff or other persons involved; (4) A description of the incident and the emergency intervention used, and whether the LEA student is currently engaged in any systematic behavioral intervention plan; and (5) Details of any injuries sustained by LEA student or others, including staff, as a result of the incident. The BER shall be submitted to LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall also notify Parent within twenty-four (24) hours via telephone.

Consistent with the requirements of California Education Code section 56521.1(g), if a BER is written regarding an LEA student who does not have a behavior intervention plan, the designated responsible administrator shall, within two days, schedule an IEP Team meeting to review the emergency report, to determine the necessity for a functional behavioral assessment, and to determine the necessity for an interim plan. The IEP Team shall document the reasons for not conducting the functional behavioral assessment, not developing an interim plan, or both. Consistent with the requirements of California Education Code section 56521.1(h), if a behavioral emergency report is written regarding an LEA student who has a positive behavioral intervention plan, an incident involving a previously unseen serious behavior problem, or where a previously designed intervention is ineffective, shall be referred to the IEP team to review and determine if the incident constitutes a need to modify the positive behavioral intervention plan.

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

### **31. STUDENT DISCIPLINE**

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

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall submit a written discipline report within 24 hours to LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10<sup>th</sup>) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

### **32. IEP TEAM MEETINGS**

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school and/or by the nonpublic agency; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366(a)(2)(B)(i) and (ii) and pursuant to California Education Code section 56345(b)(4).) If an LEA student is to be transferred from a nonpublic school setting into a regular class

setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP Team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and LEA. CONTRACTOR shall provide to LEA, at no cost and prior to an annual or triennial IEP Team meeting, documentation which shows progress on goals and any and all assessments and written assessment reports (including testing protocols) created by CONTRACTOR and any of its agents or subcontractors, upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

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

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

### **33. SURROGATE PARENTS**

CONTRACTOR shall comply with all LEA surrogate parent assignments.

### **34. DUE PROCESS PROCEEDINGS**

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

### **35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination

policies pursuant to Title 5 of the California Code of Regulations section 4960(a); (3) Sexual Harassment Policies pursuant to California Education Code 231.5 (a), (b) and (c); (4) Title IX Student Grievance Procedures pursuant to Title 34 of the Code of Federal Regulations sections 106.8(a) and 106.9(a); (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPPA); and (6) Notification and Complaint Procedures for Disability Access, pursuant to 42 U.S.C. §§ 12101 *et seq.*, Title 34 of the Code of Federal Regulations section 104. CONTRACTOR shall include verification of these procedures to LEA.

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

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

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

CONTRACTOR shall complete academic or other assessment of LEA student one month prior to LEA student's annual or triennial review IEP team meeting for the purpose of reporting LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. Sufficient copies of reports, projected goals and/or any other relevant documents to be reviewed by the IEP Team shall be provided to the District no later than five (5) business days prior to an annual or triennial IEP team meeting. CONTRACTOR shall maintain all supporting documentation including but not limited to test protocols and data collection, which shall be made available to LEA within 5 business days of request.

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

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

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

### **37. TRANSCRIPTS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine through twelve inclusive. CONTRACTOR shall submit all transcripts on LEA approved forms to LEA student's school of residence,

for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to LEA names of LEA students and their schools of residence for whom transcripts have been submitted as specified by LEA.

**38. LEA STUDENT CHANGE OF RESIDENCE**

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

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

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

CONTRACTOR shall immediately report, by telephone, with a follow-up written notification within five (5) business days to LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call on LEA approved forms and submit to LEA and the Department of Education, if required, within five (5) business days of the withdrawal, including a student's change in residence to a residence outside of LEA service boundaries, and the student's discharge against professional advice from a Nonpublic School/Residential Treatment Center (NPS/RTC). CONTRACTOR shall assist LEA to verify and clear potential dropouts three times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress (AYP).

**40. PARENT ACCESS**

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

CONTRACTOR, if operating a program with a residential component, shall ensure that parents obtain prior written authorization for therapeutic visits from both the CONTRACTOR and LEA.

CONTRACTORS providing services in the student's home as specified in the IEP shall assure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

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

CONTRACTORS operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR

and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA.

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

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

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

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

CONTRACTORS providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to LEA.

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

#### **42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS**

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

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

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1411 *et seq.* and Education Code section 56000, *et seq.*; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Title 5, California Code of Regulations section 3001 *et seq.*, Title 2, California Code of Regulations section 60100 *et seq.* regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in LEA student's IEPs.

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

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

#### **43. STATE MEAL MANDATE**

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

#### **44. MONITORING**

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

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

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

CONTRACTOR shall fully participate in any LEA and CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by LEA. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.



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

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

## **PERSONNEL**

### **45. CLEARANCE REQUIREMENTS**

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

The passage of AB 389 amends Education Code sections 44237 and 56366.1 as to the verification that the CONTRACTOR has received a successful criminal background check clearance and has enrolled in subsequent arrest notice service, as specified, **for each owner, operator, and employee of the nonpublic, nonsectarian school or agency**. Further this bill deletes the exemption for applicants possessing a valid California state teaching credential or who are currently licensed by another state agency that requires a criminal record summary, from submitting 2 sets of fingerprints for the purpose of obtaining a criminal record summary from the Department of Justice and the Federal Bureau of Investigation. Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notice service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service as required by California Penal Code section 11105.2 for all staff shall be provided upon request.

### **46. STAFF QUALIFICATIONS**

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or to provide related services are qualified as defined in Section 7(d) of this Mater Contract, including but not limited to holding a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with Education Code section 56366.1(n)(1); are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58; and are qualified consistent with Title 5 of the California Code of Regulations, sections 3064 and 3065, as applicable. Qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that each special education teacher meets the Highly Qualified Teacher requirements and holds a full and valid non-expired CTC credential authorizing instruction to students with the disabling conditions placed in the teacher's classroom through documentation provided to the CDE (5 CCR 3064(a)).

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

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

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma and at least one of the following qualifications: (a) completed at least 2 years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

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

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

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

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within thirty (30) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period during which such person is providing services under this Master Contract. Failure to notify LEA of changes in licenses, certifications or suspensions shall be good cause for termination of this Master Contract by LEA.

Failure to notify LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and shall also suffice as good cause for the suspension or termination of this Master Contract by LEA.

**48. STAFF ABSENCE**

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

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

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

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

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

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or an LEA-approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to LEA. It is understood that unless otherwise agreed to by LEA, a public school credentialed teacher is responsible for the instructional program and all nonpublic agency related service providers shall work collaboratively with the teacher who shall remain in charge of supervising the instructional program.

**HEALTH AND SAFETY MANDATES**

**50. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR

shall comply with the requirements of California Education Code sections 35021 et seq., and 49406, and Health and Safety Code section 121545 regarding the examination of CONTRACTOR'S employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

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

## **51. FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 of the California Code of Regulations section 550. During the duration of this Agreement, if CONTRACTOR is subject to fines, penalties and findings of non-compliance, CONTRACTOR shall assume any and all responsibilities for payment of such financial obligations. CONTRACTOR shall also be fully responsible for any structural changes and/or modifications to CONTRACTOR'S facilities as required to comply with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify LEA or CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by LEA.

In signing this Agreement, CONTRACTOR certifies that its facilities either comply with federal and state and local laws regarding disability access, or possesses and has available upon demand, a self-evaluation and/or transition plan in accordance with said laws.

## **52. ADMINISTRATION OF MEDICATION**

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

In the event there is an LEA student who is on a prescription medication regimen, the CONTRACTOR is to: (a) first obtain a copy of the appropriate medication authorization form available from LEA student's primary regional or site nurse; or (b) in the event the student does not take prescription medication during the school day, but would only take such medication while in the care, custody and control of the CONTRACTOR, prior to the commencement of services to LEA student, CONTRACTOR is to obtain a signed copy of the appropriate medication authorization form from the District. Both the District and CONTRACTOR shall retain a copy of the Authorization.

**53. INCIDENT/ACCIDENT REPORTING**

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

**54. CHILD ABUSE REPORTING**

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

CONTRACTOR is to read and become familiar with the District's *Mandated Child Abuse and Neglect Reporting Manual*, available on the District's Risk Management Web Site at:  
<http://www.egusd.net/riskmanagement/Info-MandRep.html>.

In the event there is suspicion of abuse conducted by District staff (e.g. a student reports to CONTRACTOR staff of abuse from District staff), CONTRACTOR is to file the appropriate report to the Sacramento County Sheriff. CONTRACTOR is also to confidentially notify the Risk Management Department (Risk Manager) of the report. CONTRACTOR is to cooperate with any investigation conducted by the District in connection with such report.

**55. SEXUAL HARASSMENT/DISCRIMINATION**

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

**56. REPORTING OF MISSING CHILDREN**

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

**FINANCIAL**

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

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

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing, including requirements of electronic billing, as specified by LEA

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

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

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on a LEA form with signatures in the manner prescribed by LEA. Contractor will submit invoices using the format provided by LEA. At the request of LEA, invoices may require the following information: name of LEA student for whom service was provided; the type of service provided; (if payment for assessment is approved by LEA pursuant to Section 36 of this Master Contract, the invoice must describe whether the assessment was prepared for an initial, annual, amended, or triennial IEP; month of service; specific dates (date, month, year and times) of services coordinated pursuant to LEA-approved calendar unless otherwise specified in the IEP or agreed to by LEA; name of staff who provided the service and that individual's licensing and credentials; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; and verification that progress reports have been provided consistent with IEP Benchmark Dates unless otherwise specified on the ISA. In the event services were not provided, rationale for why the services were not provided shall be included.

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

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

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

## **58. RIGHT TO WITHHOLD PAYMENT**

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (b) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (c) CONTRACTOR has failed to provide supporting documentation with an invoice; (d) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (e) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR'S educational program; (f) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA with five (5) days of such confirmation; (g) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student; (h) CONTRACTOR fails to provide the required liability/insurance documentation as outlined in Section 16; or (i) CONTRACTOR has otherwise failed to perform, in whole or in part, under the terms of this Master Contract. It is understood that no payments shall be made for any invoices that are not received by six months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by LEA until completion of a review or audit, if deemed necessary by LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

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

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

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

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

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

**59. PAYMENT FROM OUTSIDE AGENCIES**

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

**60. PAYMENT FOR ABSENCES**

**NONPUBLIC SCHOOL STAFF ABSENCE**

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

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

**NONPUBLIC SCHOOL STUDENT ABSENCE**

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

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

**NONPUBLIC AGENCY STAFF ABSENCE**

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



## **NONPUBLIC AGENCY STUDENT ABSENCE**

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a LEA student no later than the fifth (5th) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

### **61. INSPECTION AND AUDIT**

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

CONTRACTOR shall provide LEA access to all records as defined in Section 9 of this Master Contract. CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR'S offices (to be specified by LEA), at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR'S offices for purposes of interviewing CONTRACTOR'S employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to LEA, unless LEA agrees to the use of the electronic format.

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

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

### **62. RATE SCHEDULE**

The attached rate schedules (Exhibits A and B) limit the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally.

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

When CONTRACTOR is a nonpublic school associated with a Residential Treatment Center (NPS/RTC), Educationally Related Mental Health Services (ERMHS) are provided in an integrated, intensive, educationally related therapeutic residential setting which includes social emotional/behavior support through individual counseling, group counseling, family consultation and support, as appropriate. It is a collaborative model which includes educational professionals and related service providers, where all supports and services are integrated in the NPS/RTC program. Educationally Related Mental Health Services (ERMHS) costs are all inclusive and combined with the daily rate as ERMHS+RB (ERMHS + Room and Board). ERMHS plus Room and Board payments are based on positive attendance (payable for up to a maximum of 365 days) only, with up to a maximum of 10 days payment per student, per contract year, when a bed is unoccupied, for home visits of a therapeutic nature.

### 63. DEBARMENT CERTIFICATION

By signing this agreement, CONTRACTOR certifies that:

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

The Parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1<sup>st</sup> day of July 2015 and terminates at 5:00 P.M. on June 30, 2016, unless sooner terminated as provided herein.

CONTRACTOR  
POINT QUEST EDUCATION, INC.

LEA  
CENTER JOINT UNIFIED

Nonpublic School/Agency

By:

Signature

Date

RONDA JAGGERS, CEO/DIRECTOR OF ED.

By:

June 22, 2015

Signature

Date

By:

SCOTT A. LOEHR, SUPERINTENDENT

Notices to CONTRACTOR shall be addressed to:

**RONDA JAGGERS, CEO/DIRECTOR OF ED.**

Name and Title

**POINT QUEST EDUCATION, INC.**

Nonpublic School/Agency/Related Service Provider  
**6600 44<sup>TH</sup> STREET**

Address

**SACRAMENTO, CA 95823**

City

State

Zip

**916-422-0571**

**916-422-0160**

Phone

Fax

[gjaggers@pointquested.com](mailto:gjaggers@pointquested.com)

Email\*

(\*Required)

Notices to LEA shall be addressed to:

**SCOTT A. LOEHR, SUPERINTENDENT**

Name and Title

**CENTER JOINT UNIFIED**

LEA

**8408 WATT AVENUE**

Address

**ANTELOPE, CA 95843**

City

State

Zip

**916-338-6320**

**916-338-6329**

Phone

Fax

[probinson@centerusd.org](mailto:probinson@centerusd.org)

Email

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

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Name and Title

---

LEA

---

Address

---

City

State

Zip

---

Phone

Fax

---

Email

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**EXHIBIT A: RATES - NON-PUBLIC SCHOOL ONLY - 2015-2016 CONTRACT YEAR**

<b>CONTRACTOR</b>	<b>POINT QUEST</b>	<b>CONTRACTOR NUMBER</b>	<b>2015/16.05</b>	<b>2015-2016</b>
<b>(NONPUBLIC SCHOOL)</b>	<b>EDUCATION, INC.</b>			<b>(CONTRACT YEAR)</b>

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

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

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

Total LEA enrollment may not exceed \_\_\_\_\_  
(per Master Contract Section 62)

Rate	Period
<u>\$131.17</u>	<u>7/1/15-6/30/16</u>

- A. Basic Education Program/Special Education Instruction  
Basic Education Program/Dual Enrollment

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

**B. Related Services**

(1)	a. Transportation – Round Trip (NPS only, unless otherwise agreed to by LEA)	<u>\$17.74</u>	<u>7/1/15-6/30/16</u>
	b. Transportation – One Way (NPS only, unless otherwise agreed to by LEA)	_____	_____
	c. Transportation-Dual Enrollment	_____	_____
	d. Public Transportation	_____	_____
	e. Parent*	_____	_____
(2)	a. Educational Counseling – Individual	_____	_____
	b. Educational Counseling – Group of	_____	_____
	c. Counseling – Parent	_____	_____
(3)	a. Adapted Physical Education – Individual	_____	_____
	b. Adapted Physical Education – Group of _____	_____	_____
	c. Adapted Physical Education – Group of _____	_____	_____
(4)	a. Language and Speech Therapy – Individual	_____	_____
	b. Language and Speech Therapy – Group of 2	_____	_____
	c. Language and Speech Therapy – Group of 3	_____	_____
	d. Language and Speech Therapy – Assessment	_____	_____
	e. Language and Speech - Consultation Rate	_____	_____
(5)	a. Additional Instructional Assistant - Individual (must be authorized on IEP)	_____	_____
	b. Additional Instructional Assistant – Group of 2	_____	_____
	c. Additional Instructional Assistant – Group of 3	_____	_____
(6)	Intensive Special Education Instruction**	_____	_____
(7)	a. Occupational Therapy – Individual	_____	_____
	b. Occupational Therapy – Group of 2	_____	_____
	c. Occupational Therapy – Group of 3	_____	_____
	d. Occupational Therapy – Group of 4 - 7	_____	_____
	e. Occupational Therapy - Consultation Rate	_____	_____
(9)	Physical Therapy	_____	_____
(10)	a. Behavior Intervention – BII	_____	_____
	b. Behavior Intervention – BID	_____	_____
	Provided by: <u>R. Scott</u>	_____	_____
(11)	Nursing Services	_____	_____

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

\*\*By credentialed Special Education Teacher.

SACRAMENTO COUNTY  
SELPA

*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

*2015–2016*

# MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

District CENTER JOINT UNIFIED

Contract Year 2015-2016

X Nonpublic School  
       Nonpublic Agency

**Type of Contract:**

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

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

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

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

**DISTRICT MASTER CONTRACT  
GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL/AGENCY SERVICES  
2015-2016**

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NONPUBLIC SCHOOL/AGENCY SERVICES  
2015-2016**

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LEA: CENTER JOINT UNIFIED

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NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: CAPITOL ACADEMY  
NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
MASTER CONTRACT

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract is entered into on July 1, 2015, between the CAPITOL ACADEMY (hereinafter referred to as the local educational agency "LEA" or "District") and CENTER JOINT UNIFIED SCHOOL DISTRICT (nonpublic, nonsectarian school or agency, hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR, an Individual Services Agreement (hereinafter referred to as "ISA"), along with a Nonpublic Services Student Enrollment form. CONTRACTOR shall work with LEA to complete and return these forms to LEA prior to initiating any services for any student.

Unless otherwise agreed in writing, the ISA and the Nonpublic Services Student Enrollment form shall acknowledge CONTRACTOR'S obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of an LEA student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR. As available and appropriate, LEA shall make available access to any electronic IEP system and/or electronic database for ISA development, including invoicing.

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

**2. CERTIFICATION AND LICENSES**

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

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

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

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

With respect to CONTRACTOR'S certification, failure to notify LEA and CDE of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and shall also be good cause for the suspension or termination of this Master Contract by LEA.

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

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless CONTRACTOR and LEA specifically agree, in writing, that a policy or policies, or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 15 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR'S failure to comply with applicable LEA policies (e.g., those policies relating to the provision of special education and/or related services, facilities for individuals with exceptional needs, LEA student enrollment and transfer, LEA student inactive status, corporal punishment, student discipline, and positive behavior interventions).

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

### **4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2015 to June 30, 2016 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2015. (Title 5 California Code of Regulations section 3062(d).) In the event a Master Contract is not renegotiated by June 30<sup>th</sup>, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR'S ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

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

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

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

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. LEA may require additional information as applicable. If the application packet is not completed and returned to LEA, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2).) In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the discretion of LEA.

**6. INDIVIDUAL SERVICES AGREEMENT**

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

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

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and LEA agree otherwise in the ISA. (California Education Code section 56366(a)(5) and Title 5 of the California Code of Regulations section 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to an LEA student as a result of lack of provision of services while the student was served by the nonpublic school or agency.

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

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

## **7. DEFINITIONS**

The following definitions shall apply for purposes of this contract:

- a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.
- b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood that a representative of the Special Education Local Plan Area (SELPA) of which LEA is a member is an authorized LEA representative in collaboration with LEA. LEA maintains sole responsibility for the Master Contract, unless otherwise specified in the Master Contract.
- c. The term "credential" means a valid credential, life diploma, permit, or document in special education or Pupil Personnel Services issued by, or under the jurisdiction of, the California State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. As defined in Title 5 of the California Code of Regulations section 3001(r), the term "qualified" means that a person has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services (which can include but is not limited to those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 (qualifications of "highly qualified teacher") and 200.58 (qualifications of paraprofessionals), and those requirements set forth in Title 5 of the California Code of Regulations sections 3064 (staff qualifications for special education instruction) and 3065 (staff qualifications for related services), and Education Code section 56366.1(n)(1)), or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code and the scope of practice as defined by the licensing or credentialing body. Nothing in this definition shall be construed as restricting the activities or services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations.
- e. The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. This includes, but is not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- f. "Parent" means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other

relative with whom the child lives, or an individual who is legally responsible for the child's welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Title 34 of the Code of Federal Regulations sections 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

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

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

All notices provided for by this Master Contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

### **9. MAINTENANCE OF RECORDS**

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to pupil records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; chart notes, Medi-Cal logs, daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided by instructional assistants, behavior intervention aides, bus aides and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held; business licenses held; documents evidencing other staff qualifications including social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; statements of income and expenses; general journals; cash receipts and disbursement books, general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR'S employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from LEA student's record. Such log needs to record access to LEA student's records by: (a) LEA student's parent; (b) an individual to whom written consent has been executed by LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward all records within ten (10) business days to LEA. These shall include, but not be limited to, current transcripts, IEP/IFSPs, and reports. LEA shall have access to and receive copies of any and all documents required to be maintained by CONTRACTOR within five (5) business days of a request.

**10. SEVERABILITY CLAUSE**

If any provision of this Master Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Master Contract shall be severable and remain in effect.

**11. SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR'S successors and assignees. CONTRACTOR shall notify LEA, in writing, of any change of ownership or corporate control within ten (10) business days of such change.

**12. VENUE AND GOVERNING LAW**

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in the County where LEA is located.

**13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES**

This Master Contract may be modified or amended by LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. LEA shall provide thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

**14. TERMINATION**

This Master Contract or an Individual Service Agreement may be terminated for cause. Cause shall include but not be limited to non-maintenance of current nonpublic school certification, failure of either LEA or the CONTRACTOR to maintain the standards required under the Master Contract and/or Individual Services Agreement, or other material breach of the contract by CONTRACTOR or LEA. For purposes of Non Public School placement, the cause shall not be the availability of a public class initiated during the period of the Master Contract or ISA unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the Master Contract, either party shall give twenty (20) days prior written notice to the other party pursuant to California Education Code section 56366(a)(4), or immediately if the CONTRACTOR and LEA mutually agree that there are significant health or safety concerns. At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this

Master Contract. CONTRACTOR or LEA may also terminate an individual ISA for cause, without terminating the Master Contract in its entirety. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

## 15. INDEMNIFICATION AND HOLD HARMLESS

Except with respect to claims arising from a Party's separate negligence or willful acts, which shall remain that Party's personal obligation, each Party agrees to defend, indemnify and hold harmless the other Party and its directors, officers, and employees with respect to a claim arising from the Party's actual or alleged act, failure to act, error, or omission in the performance of their obligations under this Agreement or any governing law or regulations.

## 16. INSURANCE

LEA and CONTRACTOR agree to purchase and/or maintain through the duration of this Agreement insurance or liability coverage (such as liability coverage provided by a Joint Powers Agency) ensuring their ability to meet their respective defense and indemnity obligations as set forth in this Agreement. Such insurance or liability coverage shall have a limit of liability of no less than \$1,000,000 per claim/occurrence, and \$2,000,000 in the aggregate.

### **Lines of Insurance/Coverage**

The insurance or liability coverage shall include, as may be reasonable and appropriate given the acts and activities contemplated by this Agreement, commercial general liability, premises liability, automobile liability (owned, non-owned, and hired), professional liability/errors and omissions, employer's liability, product liability, completed operations, and/or educator's legal liability coverages.

For the acts and activities contemplated by this Agreement, at a minimum, CONTRACTOR shall provide the following insurances/coverages:

- a. **Commercial General Liability** if the operations of CONTRACTOR involve direct and/or indirect control over or manipulation of student bodily parts, including but not limited to limbs, upper and lower extremities, neck and back, regardless of the location or premises services are provided (i.e. whether services are provided on District property, or property owned, borrowed, rented or leased by CONTRACTOR.)
  - (i) Covered property includes – if applicable according to CONTRACTOR services provided, District property and student property (e.g. wheelchairs, durable medical equipment, assistive technology devices.)
- b. **Professional Liability or Errors and Omissions Liability** since all CONTRACTORS are providing professional or specialized services.
  - (i) Including molestation and abuse, by endorsement if not already in manuscript form.
- c. **Commercial Automobile Liability** if CONTRACTOR is going to operate a vehicle on District property or transport students in any capacity.<sup>1</sup>

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<sup>1</sup> Conditions for coverage regarding transportation of students:

Unless authorized by written agreement including the parent, CONTRACTOR is not to transport students.

If students need transportation to/from the CONTRACTOR'S premises where services are provided, or any other location involving CONTRACTOR'S services, transportation of the student is to be provided by District transportation.

- (i) Limits of liability shall include a minimum of \$1,000,000 combined single unit.
- d. **Premises Liability** (if not included in General Liability) if services are provided on property owned, rented, leased or controlled by CONTRACTOR.
- e. **Educator's Legal Liability** (if not covered under Professional or Errors and Omissions Liabilities), if services include, within LEA's standards, the development and delivery of curriculum.

**Additional Insured Endorsement:**

To the full extent of the Parties' respective indemnity obligations, including the minimum limit of liability set forth above, the Parties' insurance or liability coverage agreements shall also be endorsed to extend "additional insured" or "additional covered party" status to all proposed indemnitees.

**Primary Insurance/Coverage:**

In addition to the "Additional Insured Endorsement" as stated above, said insurance/coverage policies shall include or be endorsed (copy of Endorsement attached to Certificate of Insurance) to the extent that each line of insurance/coverage under this Agreement shall apply as primary, and that any other insurance/coverage maintained by the Parties shall be excess only and not contributing with the insurance/coverage afforded by the other.

**Other Insurance/Coverage:**

Each Party also represents that for the period of this Agreement they will also purchase and maintain [real or personal property insurance or coverage, as well as any] insurance or liability coverage as required by law or regulation, including workers' compensation coverage.

**Workers' Compensation Waiver of Subrogation:**

To the fullest extent permitted by law, CONTRACTOR and its directors, officers, agents, employees, volunteers and guests waive all opportunities of subrogation against LEA for any and all claims for bodily and personal injury, including employers' liability (Coverages A and B) and third party over actions against LEA and its elected and appointed officials, directors, officers, agents, employees, volunteers and guests.

**Certificate of Insurance/Coverage:**

With respect to such required coverage(s) pursuant to this Agreement, each Party shall provide evidence of such coverage(s) by way of a Certificate of Insurance or Certificate of Coverage, issued by a duly authorized representative of the insurer or coverage provider. A copy of each endorsement in order to effect the indemnity obligations of this contract shall be attached to said Certificate, and such Certificate shall not be valid without said endorsement(s).

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If under specified circumstances, and District transportation is not available, transportation of the student is not authorized without parental completion of a *Student Alternate Transportation Form*. Completion of this form is required even if the parent is to transport the student where otherwise District transportation would have been provided in order to receive contracted services.

Any driver (including parents) while on District business must submit prior to commencement of services, a completed and accepted *Employee and Volunteer Personal Automobile Use Form*. This form is to be completed if the transportation of students is for services under this Agreement.



**Survivability:**

The Parties' indemnity and coverage obligations shall survive the termination of this Agreement with respect to any claim arising from the Parties' actual or alleged performance or non-performance of their respective rights, privileges, or obligations existing under this Agreement.

**Joint Interests:**

For the duration of this Agreement, with respect to the fulfillment of each Parties' obligations pursuant to this Agreement, each Party agrees to provide the other's designee (e.g. Risk Management Department) with notification of bodily injury, personal injury or loss of property to each Parties' officials, employees, agents, volunteers, guests and third parties, within 5 calendar days of the date of occurrence of such loss, but no later than 5 calendar days of the date of the Party's knowledge of the loss.

In the event of such loss, the Parties agree to take all steps reasonable or necessary to cooperate in investigating the occurrence of each loss, and in resolving or mitigating losses with the affected or third party.

In the event of a claim covered by these provisions, the Parties agree to take all steps reasonable or necessary to cooperate in defending and protecting their joint interests, including efforts to reduce defense costs (through joint representation whenever possible), expenses and potential liability exposures.

**Injury and Illness Prevention:**

Each Party also represents that for the period of this Agreement, they will maintain and enforce an Injury and Illness Prevention Program as required by law or regulation, including all required standards and requirements under such law/regulation (e.g. blood borne pathogen, ergonomic, reporting of serious injury/illness), and agree to take all steps reasonable or necessary to cooperate in ensuring compliance. Documentation or recordkeeping to the same will be made available to the other Party upon request.

**17. INDEPENDENT CONTRACTOR**

Nothing herein contained shall be construed to imply a joint venture, partnership or principal-agent relationship between LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the Parties or any affiliates of the Parties, or between LEA and any individual assigned by CONTRACTOR to perform any services for LEA.

If LEA is held to be a partner, joint venturer, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by LEA as a result of that holding.

**18. SUBCONTRACTING**

CONTRACTOR shall not enter into any subcontracting relationship without first obtaining final written approval of LEA. Should CONTRACTOR wish to subcontract for special education and/or related services pursuant to this Master Contract, it must provide written notification to LEA before any subcontracting arrangement is made. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR'S original request and CONTRACTOR shall not subcontract for said services.

Should LEA approve in concept, of CONTRACTOR subcontracting for services, CONTRACTOR shall submit to LEA for approval the proposed subcontract. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent possible. Furthermore, when CONTRACTOR creates subcontracts for the provision of special education and/or related services (including without limitation, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain indemnification and insurance requirements which comply with the provisions of Sections 15 and 16 of this Master Contract, for the duration of the term of each subcontract. If a proposed subcontract is approved by LEA, each subcontractor must furnish LEA with original endorsements and certificates of insurance effective coverage required by Section 16 of this Master Contract. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Unless otherwise agreed to by LEA, the endorsements are to be on forms provided by the LEA. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured. All endorsements are to be received and approved by LEA before the subcontractor's work commences. In addition, all sub-contractors must meet the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Master Contract. No subcontract shall be considered final without LEA approval.

## **19. CONFLICTS OF INTEREST**

CONTRACTOR shall provide to LEA a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid and disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education Code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR'S facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e. before or after LEA student is enrolled in CONTRACTOR'S school/agency) or whether an assessment of LEA student is performed or a report is prepared in the normal course of the services provided to LEA student by CONTRACTOR. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, LEA may, in its discretion, not fund services through the evaluator whose IEE LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a nonpublic agency, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who was an employee of LEA within three hundred and sixty five (365) days prior to executing this Master Contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from LEA through due process proceedings.

## **20. NON-DISCRIMINATION**

CONTRACTOR shall not unlawfully discriminate on the basis of race, gender, ethnic groups, identification, ancestry, religion, sex, national origin, age, sexual orientation, or mental or physical disability or on the basis of a person's association with a person or groups with one or more of these actual or perceived characteristics, or any other classification provided by federal or state law, in employment or operation of its programs.

## **EDUCATIONAL PROGRAM**

### **21. FREE AND APPROPRIATE PUBLIC EDUCATION**

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with LEA student's IEP and as specified in the ISA. If CONTRACTOR is a nonpublic school, CONTRACTOR shall not accept a LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If a LEA student's services are provided by a third party (i.e. a related services provider) CONTRACTOR shall notify LEA, in writing, if the provision of services ceases.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in LEA student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of LEA student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall ensure that facilities are adequate to provide all LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for LEA student to receive a free appropriate public education after: (a) written notification to LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by LEA of the written notification and a written acknowledgment signed by LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for an LEA student to receive a free appropriate public education shall not interfere with LEA student's receipt of special education and/or related services as specified in LEA student's IEP and ISA unless LEA and CONTRACTOR agree otherwise in writing.

### **22. GENERAL PROGRAM OF INSTRUCTION**

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.* and shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR'S general program of instruction shall: (a) utilize evidence-based practices and predictors and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in LEA

student's IEP and ISA. LEA students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school: (b) college preparation courses; (c) extracurricular activities such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. When appropriate, CONTRACTOR shall utilize the designated curriculum guidelines for students with moderate to severe disabilities who participate in the State's alternative assessment. These students shall have access to the core content, activities, and instructional materials delineated within these curriculum guidelines. CONTRACTOR'S general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of LEA's graduation requirements, including, but not limited to, passing the California High School Exit Exam (CAHSEE) if applicable, or meeting CAHSEE exception/waiver requirements per state guidelines.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR'S general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines/certifications and any state licensing requirements and shall be provided as specified in LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention Services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a contractor that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver has a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI contractors shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult care giver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention Services must have a trained Behavior Intervention Case Manager (BICM) or trained equivalent on staff. It is understood that Behavior Intervention Services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services unless LEA and CONTRACTOR agree otherwise in writing.

## **23. INSTRUCTIONAL MINUTES**

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level, attending LEA schools and shall be specified in LEA student's ISA developed in accordance with LEA student's IEP.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade levels unless otherwise specified in LEA student's IEP and ISA.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in LEA student's ISA developed in accordance with LEA student's IEP.

#### **24. CLASS SIZE**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students unless CONTRACTOR and LEA agree otherwise, in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both Parties. This provision does not apply to a nonpublic agency.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 *et seq.*

#### **25. CALENDARS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to LEA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and shall not exceed the number of days on LEA's approved calendar and/or required by the IEP (developed by LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of LEA. Nothing in this Master Contract shall be interpreted to require LEA to accept any requests for calendar changes. In the event LEA adjusts the number of school days for the regular school year and/or extended school year, the approved number of days shall become the total billable days for the nonpublic school or agency. In such a case, an amended calendar shall be provided by CONTRACTOR for LEA approval.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe only the same legal holidays as LEA. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to LEA-developed/approved calendar; or as specified in LEA student's IEP and ISA. Unless otherwise specified in LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that LEA student's school of attendance is in session and LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on LEA calendar unless CONTRACTOR and LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

## **26. DATA REPORTING**

CONTRACTOR shall agree to provide to LEA, all data (including billing information) related to students who are served by the CONTRACTOR. CONTRACTOR agrees to provide all data related to or referenced in any and all sections of this Master Contract if requested by LEA. CONTRACTOR agrees to provide all requested information in the format required by LEA. It is understood that all nonpublic schools and nonpublic agencies shall utilize the Special Education Information System (SEIS) or comparable program/system approved by LEA/SELPA for all IEP development and progress reporting. Additional progress reporting may be required by LEA. LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access so that this information may be compiled.

LEA shall provide CONTRACTOR with approved forms and/or format for such data including but not limited to invoicing, attendance reports and progress reports. LEA may approve use of CONTRACTOR-provided forms at their discretion.

## **27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options (and/or dual enrollment options if available and appropriate) for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services and goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist LEA in implementing the IEP team's recommendations and/or activities to support the transition.

## **28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION**

When CONTRACTOR is a nonpublic school, per implementation of Assembly Bill 484, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress ("CAASP"), Desired Results Developmental Profile ("DRDP"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, California English Language Development Test ("CELDT"), and the California High School Exit Examination, as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

**29. MANDATED ATTENDANCE AT LEA MEETINGS**

CONTRACTOR shall attend LEA mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, standardized testing, and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

**30. POSITIVE BEHAVIOR INTERVENTIONS**

CONTRACTOR shall comply with all requirements of Education Code section 56521.1 and 56521.2 regarding positive behavior interventions. Failure to do so shall constitute sufficient cause for contract termination.

LEA students who exhibit serious behavioral challenges must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the individualized education program ("IEP") team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan (BIP), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy consistent with California Education Code section 56521.1 regarding emergency interventions and Behavioral Emergency Reports ("BERs"). Evidence of such training shall be submitted to the LEA at the beginning of the school year and within 6 days of any new hire. CONTRACTOR shall also ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. Training includes certification with an approved SELPA crisis intervention program.

Pursuant to Education Code section 56521.1 emergency interventions shall not be used as a substitute for a BIP, and instead may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the LEA student, or others. Before emergency interventions may be applied, the behavior must be of the kind that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. Emergency interventions shall not be employed longer than necessary to contain the behavior. If a situation requires prolonged use of an emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

To prevent emergency interventions from being used in lieu of planned, systematic behavioral interventions, the parent, guardian, and residential care provider, if appropriate, shall be notified if an emergency intervention is used or serious property damage occurs. CONTRACTOR shall immediately complete and maintain in the file of LEA student, a BER which shall include all of the following: (1) The name and age of the individual with exceptional needs; (2) The setting and location of the incident; (3) The

name of the staff or other persons involved; (4) A description of the incident and the emergency intervention used, and whether the LEA student is currently engaged in any systematic behavioral intervention plan; and (5) Details of any injuries sustained by LEA student or others, including staff, as a result of the incident. The BER shall be submitted to LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall also notify Parent within twenty-four (24) hours via telephone.

Consistent with the requirements of California Education Code section 56521.1(g), if a BER is written regarding an LEA student who does not have a behavior intervention plan, the designated responsible administrator shall, within two days, schedule an IEP Team meeting to review the emergency report, to determine the necessity for a functional behavioral assessment, and to determine the necessity for an interim plan. The IEP Team shall document the reasons for not conducting the functional behavioral assessment, not developing an interim plan, or both. Consistent with the requirements of California Education Code section 56521.1(h), if a behavioral emergency report is written regarding an LEA student who has a positive behavioral intervention plan, an incident involving a previously unseen serious behavior problem, or where a previously designed intervention is ineffective, shall be referred to the IEP team to review and determine if the incident constitutes a need to modify the positive behavioral intervention plan.

CONTRACTOR shall not utilize, authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to cause physical pain; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to LEA student's face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a limited emergency intervention by CONTRACTOR'S trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion, unless it is in a facility otherwise licensed or permitted by State law to use a locked room; (g) an intervention that precludes adequate supervision of the individual; or (h) an intervention that deprives the individual of one or more of his or her senses.

### **31. STUDENT DISCIPLINE**

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall submit a written discipline report within 24 hours to LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10<sup>th</sup>) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

### **32. IEP TEAM MEETINGS**

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school and/or by the nonpublic agency; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366(a)(2)(B)(i) and (ii) and pursuant to California Education Code section 56345(b)(4).) If an LEA student is to be transferred from a nonpublic school setting into a regular class



setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP Team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and LEA. CONTRACTOR shall provide to LEA, at no cost and prior to an annual or triennial IEP Team meeting, documentation which shows progress on goals and any and all assessments and written assessment reports (including testing protocols) created by CONTRACTOR and any of its agents or subcontractors, upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the Special Education Information System (SEIS) or other comparable program/system as designated by LEA at LEA's discretion, for all IEP planning and progress reporting. LEA or SELPA shall provide training for any nonpublic school and nonpublic agency to assure access to SEIS or the comparable program/system designated for use by LEA. The nonpublic school and/or nonpublic agency shall maintain confidentiality of all IEP data on SEIS or comparable program/system and shall protect the password requirements of the system. When a student disenrolls from the nonpublic school or stops receiving services from the nonpublic agency, such CONTRACTOR shall discontinue use of SEIS and/or comparable program/system for that student.

Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purpose of considering a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise, or unless an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH.

### **33. SURROGATE PARENTS**

CONTRACTOR shall comply with all LEA surrogate parent assignments.

### **34. DUE PROCESS PROCEEDINGS**

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office for Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include but in no way be limited to cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR'S program and/or the implementation of a particular student's IEP/ISP.

### **35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination

policies pursuant to Title 5 of the California Code of Regulations section 4960(a); (3) Sexual Harassment Policies pursuant to California Education Code 231.5 (a), (b) and (c); (4) Title IX Student Grievance Procedures pursuant to Title 34 of the Code of Federal Regulations sections 106.8(a) and 106.9(a); (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPPA); and (6) Notification and Complaint Procedures for Disability Access, pursuant to 42 U.S.C. §§ 12101 *et seq.*, Title 34 of the Code of Federal Regulations section 104. CONTRACTOR shall include verification of these procedures to LEA.

### **36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents, with a concurrent copy sent to LEA, at least four written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR'S place of business.

CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, chart notes, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support and/or intervention plans. LEA may request copies of such data at any time within five years of the date of service. CONTRACTOR agrees to maintain the information for at least five years and also shall provide this data supporting progress within 5 business days of request.

CONTRACTOR shall complete academic or other assessment of LEA student one month prior to LEA student's annual or triennial review IEP team meeting for the purpose of reporting LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. Sufficient copies of reports, projected goals and/or any other relevant documents to be reviewed by the IEP Team shall be provided to the District no later than five (5) business days prior to an annual or triennial IEP team meeting. CONTRACTOR shall maintain all supporting documentation including but not limited to test protocols and data collection, which shall be made available to LEA within 5 business days of request.

CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and the development of present levels of performance. All other assessments shall be provided by LEA unless LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Such assessment costs may be added to the ISA and/or approved separately by LEA at LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For nonpublic agency services, supervision provided by a qualified individual as specified in Title 5 of the California Code of Regulations section 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge LEA student's parent(s) or LEA for the development or provision of progress reports, report cards, and/or any assessments, interviews, or attendance at any meetings, including but not limited to IEP meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to LEA upon written request.

### **37. TRANSCRIPTS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine through twelve inclusive. CONTRACTOR shall submit all transcripts on LEA approved forms to LEA student's school of residence,

for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to LEA names of LEA students and their schools of residence for whom transcripts have been submitted as specified by LEA.

**38. LEA STUDENT CHANGE OF RESIDENCE**

Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of LEA student's change of residence. Within five (5) school days after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify LEA, in writing, of LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of LEA student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after LEA student's change of residence.

**39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report, by telephone, with a follow-up written notification within five (5) business days to LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call on LEA approved forms and submit to LEA and the Department of Education, if required, within five (5) business days of the withdrawal, including a student's change in residence to a residence outside of LEA service boundaries, and the student's discharge against professional advice from a Nonpublic School/Residential Treatment Center (NPS/RTC). CONTRACTOR shall assist LEA to verify and clear potential dropouts three times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress (AYP).

**40. PARENT ACCESS**

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and LEA student's living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR, if operating a program with a residential component, shall ensure that parents obtain prior written authorization for therapeutic visits from both the CONTRACTOR and LEA.

CONTRACTORS providing services in the student's home as specified in the IEP shall assure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

For services provided in a pupil's home as specified in the IEP, CONTRACTORS must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written, shall also be provided to the LEA.

CONTRACTORS operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR

and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA.

#### **41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT**

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with Penal Code section 627.1 *et seq.*, as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

For services provided on a public school campus, sign in/out procedures shall be followed along with all procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the educational program and all nonpublic agency service providers shall work collaboratively with the classroom teacher who shall remain in charge of the instructional program.

It is understood that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the Master Contract.

CONTRACTORS providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to LEA.

CONTRACTOR, if providing services in a student's home as specified in the IEP, shall assure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present during the provision of services. The names of any adult caregiver other than the parent shall be provided to LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot be an employee or volunteer associated with the nonpublic school/nonpublic agency service provider. All problems and/or concerns reported to parents, both verbal and written, shall also be provided to LEA.

#### **42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS**

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366(a)(2)(C) and 56366.9, Health and Safety Code section 1501.1(b), (AB1858, AB490 (Chapter 862, Statutes of 2003)) and the procedures set forth in LEA Procedures. A LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment and 2) the educational placement and services specified in each student's IEP at the time of enrollment.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1411 *et seq.* and Education Code section 56000, *et seq.*; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Title 5, California Code of Regulations section 3001 *et seq.*, Title 2, California Code of Regulations section 60100 *et seq.* regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in LEA student's IEPs.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by LEA student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

#### **43. STATE MEAL MANDATE**

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

#### **44. MONITORING**

CONTRACTOR shall allow representatives from LEA access to its facilities for the purpose of periodic monitoring of each LEA student's instructional program, and shall be invited to participate in the formal review of each student's progress. LEA representatives shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR'S site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also a LCI and/or NPS/RTC, LEA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall fully participate in any LEA and CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by LEA. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card in accordance with California Education Code Section 33126.

## **PERSONNEL**

### **45. CLEARANCE REQUIREMENTS**

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for all of CONTRACTOR'S employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR'S employees and volunteers shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to LEA that none of its employees, volunteers, or subcontractors who will have, or likely may have any direct contact with LEA students, have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

The passage of AB 389 amends Education Code sections 44237 and 56366.1 as to the verification that the CONTRACTOR has received a successful criminal background check clearance and has enrolled in subsequent arrest notice service, as specified, **for each owner, operator, and employee of the nonpublic, nonsectarian school or agency.** Further this bill deletes the exemption for applicants possessing a valid California state teaching credential or who are currently licensed by another state agency that requires a criminal record summary, from submitting 2 sets of fingerprints for the purpose of obtaining a criminal record summary from the Department of Justice and the Federal Bureau of Investigation. Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notice service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service as required by California Penal Code section 11105.2 for all staff shall be provided upon request.

### **46. STAFF QUALIFICATIONS**

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or to provide related services are qualified as defined in Section 7(d) of this Mater Contract, including but not limited to holding a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with Education Code section 56366.1(n)(1); are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58; and are qualified consistent with Title 5 of the California Code of Regulations, sections 3064 and 3065, as applicable. Qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that each special education teacher meets the Highly Qualified Teacher requirements and holds a full and valid non-expired CTC credential authorizing instruction to students with the disabling conditions placed in the teacher's classroom through documentation provided to the CDE (5 CCR 3064(a)).

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff who hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma and at least one of the following qualifications: (a) completed at least 2 years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State and serving an LEA student shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

#### **47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the California Commission on Teacher Credentialing or other licensing authority. CONTRACTOR shall notify LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students as specified in LEA Procedures. Within thirty (30) days, CONTRACTOR shall provide LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within thirty (30) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period during which such person is providing services under this Master Contract. Failure to notify LEA of changes in licenses, certifications or suspensions shall be good cause for termination of this Master Contract by LEA.

Failure to notify LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and shall also suffice as good cause for the suspension or termination of this Master Contract by LEA.

**48. STAFF ABSENCE**

When CONTRACTOR is a nonpublic school and CONTRACTOR'S classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage on LEA substitute teacher log. Substitute teachers shall remain with their assigned class during all instructional time. LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR'S service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section seven (7) of this Master Contract and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR'S service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for his/her student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and an authorized LEA representative.

**49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME**

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or nonpublic agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this Master Contract.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the instructional program, and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program. Failure to comply with this and all LEA requirements in this regard shall be sufficient cause to terminate this Master Contract.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or an LEA-approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to LEA. It is understood that unless otherwise agreed to by LEA, a public school credentialed teacher is responsible for the instructional program and all nonpublic agency related service providers shall work collaboratively with the teacher who shall remain in charge of supervising the instructional program.

**HEALTH AND SAFETY MANDATES**

**50. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR



shall comply with the requirements of California Education Code sections 35021 et seq., and 49406, and Health and Safety Code section 121545 regarding the examination of CONTRACTOR'S employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, Title 29 of the Code of Federal Regulations section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

## **51. FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 of the California Code of Regulations section 550. During the duration of this Agreement, if CONTRACTOR is subject to fines, penalties and findings of non-compliance, CONTRACTOR shall assume any and all responsibilities for payment of such financial obligations. CONTRACTOR shall also be fully responsible for any structural changes and/or modifications to CONTRACTOR'S facilities as required to comply with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify LEA or CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by LEA.

In signing this Agreement, CONTRACTOR certifies that its facilities either comply with federal and state and local laws regarding disability access, or possesses and has available upon demand, a self-evaluation and/or transition plan in accordance with said laws.

## **52. ADMINISTRATION OF MEDICATION**

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist LEA student with the administration of such medication after LEA student's parent(s) provide(s) to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR'S employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with student's physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

In the event there is an LEA student who is on a prescription medication regimen, the CONTRACTOR is to: (a) first obtain a copy of the appropriate medication authorization form available from LEA student's primary regional or site nurse; or (b) in the event the student does not take prescription medication during the school day, but would only take such medication while in the care, custody and control of the CONTRACTOR, prior to the commencement of services to LEA student, CONTRACTOR is to obtain a signed copy of the appropriate medication authorization form from the District. Both the District and CONTRACTOR shall retain a copy of the Authorization.

**53. INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall submit within 24 hours by facsimile and by US Mail, any accident or incident report to LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

**54. CHILD ABUSE REPORTING**

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to LEA.

CONTRACTOR is to read and become familiar with the District's *Mandated Child Abuse and Neglect Reporting Manual*, available on the District's Risk Management Web Site at:  
<http://www.egusd.net/riskmanagement/Info-MandRep.html>.

In the event there is suspicion of abuse conducted by District staff (e.g. a student reports to CONTRACTOR staff of abuse from District staff), CONTRACTOR is to file the appropriate report to the Sacramento County Sheriff. CONTRACTOR is also to confidentially notify the Risk Management Department (Risk Manager) of the report. CONTRACTOR is to cooperate with any investigation conducted by the District in connection with such report.

**55. SEXUAL HARASSMENT/DISCRIMINATION**

CONTRACTOR shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR'S policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

**56. REPORTING OF MISSING CHILDREN**

CONTRACTOR assures LEA that all staff members, including volunteers and any independent contractor and/or subcontractor authorized pursuant to this Master Contract, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to LEA. The written statement shall be submitted as specified by LEA.

**FINANCIAL**

**57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every child.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing, including requirements of electronic billing, as specified by LEA

Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in LEA student's IEP and ISA which are provided on billable days of attendance. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and in compliance with LEA Procedures, and will be governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on a LEA form with signatures in the manner prescribed by LEA. Contractor will submit invoices using the format provided by LEA. At the request of LEA, invoices may require the following information: name of LEA student for whom service was provided; the type of service provided; (if payment for assessment is approved by LEA pursuant to Section 36 of this Master Contract, the invoice must describe whether the assessment was prepared for an initial, annual, amended, or triennial IEP; month of service; specific dates (date, month, year and times) of services coordinated pursuant to LEA-approved calendar unless otherwise specified in the IEP or agreed to by LEA; name of staff who provided the service and that individual's licensing and credentials; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; and verification that progress reports have been provided consistent with IEP Benchmark Dates unless otherwise specified on the ISA. In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this Master Contract. At the discretion of LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this Master Contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31<sup>st</sup> after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year unless approved by LEA to resolve billing issues including rebilling issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than 12 months from the close of the fiscal year. If the billing or rebilling error is the responsibility of LEA, then no limit is set provided that LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

## **58. RIGHT TO WITHHOLD PAYMENT**

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (b) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (c) CONTRACTOR has failed to provide supporting documentation with an invoice; (d) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (e) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR'S educational program; (f) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA with five (5) days of such confirmation; (g) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student; (h) CONTRACTOR fails to provide the required liability/insurance documentation as outlined in Section 16; or (i) CONTRACTOR has otherwise failed to perform, in whole or in part, under the terms of this Master Contract. It is understood that no payments shall be made for any invoices that are not received by six months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by LEA until completion of a review or audit, if deemed necessary by LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to LEA student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR'S written request showing good cause, LEA shall extend CONTRACTOR'S time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR'S notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after LEA's response to CONTRACTOR'S notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c)(2).

**59. PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students.

**60. PAYMENT FOR ABSENCES**

**NONPUBLIC SCHOOL STAFF ABSENCE**

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section seven (7) of this Master Contract and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student's IEP.

**NONPUBLIC SCHOOL STUDENT ABSENCE**

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of LEA student's unexcused absence, CONTRACTOR shall notify LEA of such absence as specified in LEA Procedures.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of DIS or related services for days on which a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

**NONPUBLIC AGENCY STAFF ABSENCE**

When CONTRACTOR is a nonpublic agency and CONTRACTOR'S service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section seven (7) of this Master Contract and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR'S service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

## **NONPUBLIC AGENCY STUDENT ABSENCE**

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a LEA student no later than the fifth (5th) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

### **61. INSPECTION AND AUDIT**

CONTRACTOR shall maintain and LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide LEA access to all records as defined in Section 9 of this Master Contract. CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR'S offices (to be specified by LEA), at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR'S offices for purposes of interviewing CONTRACTOR'S employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to LEA, unless LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers, written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR'S over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as result of CONTRACTOR'S over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

### **62. RATE SCHEDULE**

The attached rate schedules (Exhibits A and B) limit the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this Master Contract, shall be as stated in Exhibits A and B.

When CONTRACTOR is a nonpublic school associated with a Residential Treatment Center (NPS/RTC), Educationally Related Mental Health Services (ERMHS) are provided in an integrated, intensive, educationally related therapeutic residential setting which includes social emotional/behavior support through individual counseling, group counseling, family consultation and support, as appropriate. It is a collaborative model which includes educational professionals and related service providers, where all supports and services are integrated in the NPS/RTC program. Educationally Related Mental Health Services (ERMHS) costs are all inclusive and combined with the daily rate as ERMHS+RB (ERMHS + Room and Board). ERMHS plus Room and Board payments are based on positive attendance (payable for up to a maximum of 365 days) only, with up to a maximum of 10 days payment per student, per contract year, when a bed is unoccupied, for home visits of a therapeutic nature.

### 63. DEBARMENT CERTIFICATION

By signing this agreement, CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Has/have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The Parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1<sup>st</sup> day of July 2015 and terminates at 5:00 P.M. on June 30, 2016, unless sooner terminated as provided herein.

CONTRACTOR  
CAPITOL ACADEMY

Nonpublic School/Agency

By:

Signature

Date

IRA ROSS, DIRECTOR

LEA  
CENTER JOINT UNIFIED

By:

June 22, 2015

Signature

Date

By:

SCOTT A. LOEHR, SUPERINTENDENT

Notices to CONTRACTOR shall be addressed to:

IRA ROSS, DIRECTOR

Name and Title

CAPITOL ACADEMY

Nonpublic School/Agency/Related Service Provider  
3063 GOLD CANAL DRIVE

Address

RANCHO CORDOVA, CA 95670

City

State

Zip

916-343-2969

916-266-2615

Phone

Fax

iross@capitolacademy.com

Email\*

(\*Required)

Notices to LEA shall be addressed to:

SCOTT A. LOEHR, SUPERINTENDENT

Name and Title

CENTER JOINT UNIFIED

LEA

8408 WATT AVENUE

Address

ANTELOPE, CA 95843

City

State

Zip

916-338-6320

916-338-6329

Phone

Fax

probinson@centerusd.org

Email

**Additional LEA Notification**  
(Required if Completed)

---

Name and Title

---

LEA

---

Address

---

City

State

Zip

---

Phone

Fax

---

Email

---



# EXHIBIT A: RATES - NON-PUBLIC SCHOOL ONLY – 2015-2016 CONTRACT YEAR

CONTRACTOR CAPITOL ACADEMY CONTRACTOR NUMBER 2015/16.06 2015-2016  
(NONPUBLIC SCHOOL) (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed \_\_\_\_\_ If blank, the number shall be as determine by CDE Certification.

**Rate Schedule.** This rate schedule limits the number of LEA students who may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students who can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed \_\_\_\_\_  
Total LEA enrollment may not exceed \_\_\_\_\_  
(per Master Contract Section 62)

Rate	Period
\$145.60	7/1/15-6/30/16

## A. Basic Education Program/Special Education Instruction Basic Education Program/Dual Enrollment

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

## B. Related Services

(1)	a. Transportation – Round Trip (NPS only, unless otherwise agreed to by LEA)	\$25.00	7/1/15-6/30/16
	b. Transportation – One Way (NPS only, unless otherwise agreed to by LEA)		
	c. Transportation-Dual Enrollment		
	d. Public Transportation		
	e. Parent*		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group of _____		
	c. Adapted Physical Education – Group of _____		
(4)	a. Language and Speech Therapy – Individual		
	b. Language and Speech Therapy – Group of 2		
	c. Language and Speech Therapy – Group of 3		
	d. Language and Speech Therapy – Audiology		
	e. Language and Speech - Consultation Rate		
(5)	a. Additional Instructional Assistant - Individual (must be authorized on IEP)		
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual		
	b. Occupational Therapy – Group of 2		
	c. Occupational Therapy – Group of 3		
	d. Occupational Therapy – Group of 4 - 7		
	e. Occupational Therapy - Consultation Rate		
(9)	Physical Therapy		
(10)	a. Behavior Intervention – BII		
	b. Behavior Intervention – BID		
	Provided by: _____		
(11)	Nursing Services		

\*Parent transportation reimbursement rates are to be determined by LEA.

\*\*By credentialed Special Education Teacher.

SACRAMENTO COUNTY  
SELPA

*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

***2015–2016***

# MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

District CENTER JOINT UNIFIED

Contract Year 2015-2016

X Nonpublic School  
       Nonpublic Agency

## Type of Contract:

X Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

       Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

       Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the District. Expiration Date:                     

***When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.***

**DISTRICT MASTER CONTRACT  
GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL/AGENCY SERVICES  
2015-2016**

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**DISTRICT MASTER CONTRACT  
GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL/AGENCY SERVICES  
2015-2016**

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2015-2016

CONTRACT NUMBER: 2015/16.07

LEA: CENTER JOINT UNIFIED

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NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

**EASTER SEAL SUPERIOR CA.**

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**

**MASTER CONTRACT**

## **AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

### **1. MASTER CONTRACT**

This Master Contract is entered into on July 1, 2015, between the **EASTER SEAL SUPERIOR CA.** (hereinafter referred to as the local educational agency "LEA" or "District") and **CENTER JOINT UNIFIED SCHOOL DISTRICT** (nonpublic, nonsectarian school or agency, hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR, an Individual Services Agreement (hereinafter referred to as "ISA"), along with a Nonpublic Services Student Enrollment form. CONTRACTOR shall work with LEA to complete and return these forms to LEA prior to initiating any services for any student.

Unless otherwise agreed in writing, the ISA and the Nonpublic Services Student Enrollment form shall acknowledge CONTRACTOR'S obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of an LEA student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR. As available and appropriate, LEA shall make available access to any electronic IEP system and/or electronic database for ISA development, including invoicing.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent, or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by LEA student's parent.

### **2. CERTIFICATION AND LICENSES**

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.* and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR'S nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired,

revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on the applicable CDE certification. Total LEA student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the state of California, a CONTRACTOR that operates a program outside of this state shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this state, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR'S certification, failure to notify LEA and CDE of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and shall also be good cause for the suspension or termination of this Master Contract by LEA.

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless CONTRACTOR and LEA specifically agree, in writing, that a policy or policies, or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 15 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR'S failure to comply with applicable LEA policies (e.g., those policies relating to the provision of special education and/or related services, facilities for individuals with exceptional needs, LEA student enrollment and transfer, LEA student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract, and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

### **4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2015 to June 30, 2016 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2015. (Title 5 California Code of Regulations section 3062(d).) In the event a Master Contract is not renegotiated by June 30<sup>th</sup>, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR'S ownership or authorized representative shall be

provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

## **5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

This Master Contract includes LEA Procedures and each Individual Services Agreement which are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, LEA may modify LEA procedures from time to time without the consent of CONTRACTOR.

CONTRACTOR shall provide LEA with all information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. LEA may require additional information as applicable. If the application packet is not completed and returned to LEA, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2).) In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the discretion of LEA.

## **6. INDIVIDUAL SERVICES AGREEMENT**

This Master Contract shall include an ISA developed for each LEA student for whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled with the approval of LEA pursuant to Education Code section 56366(a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students.

Any and all changes to a LEA student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to LEA student's IEP. At any time during the term of this Master Contract, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and LEA agree otherwise in the ISA. (California Education Code section 56366(a)(5) and Title 5 of the California Code of Regulations section 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to an LEA student as a result of lack of provision of services while the student was served by the nonpublic school or agency.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees



otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2).

## **7. DEFINITIONS**

The following definitions shall apply for purposes of this contract:

- a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.
- b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood that a representative of the Special Education Local Plan Area (SELPA) of which LEA is a member is an authorized LEA representative in collaboration with LEA. LEA maintains sole responsibility for the Master Contract, unless otherwise specified in the Master Contract.
- c. The term "credential" means a valid credential, life diploma, permit, or document in special education or Pupil Personnel Services issued by, or under the jurisdiction of, the California State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. As defined in Title 5 of the California Code of Regulations section 3001(r), the term "qualified" means that a person has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services (which can include but is not limited to those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 (qualifications of "highly qualified teacher") and 200.58 (qualifications of paraprofessionals), and those requirements set forth in Title 5 of the California Code of Regulations sections 3064 (staff qualifications for special education instruction) and 3065 (staff qualifications for related services), and Education Code section 56366.1(n)(1)), or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code and the scope of practice as defined by the licensing or credentialing body. Nothing in this definition shall be construed as restricting the activities or services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations.
- e. The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. This includes, but is not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- f. "Parent" means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to

act as the child's parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Title 34 of the Code of Federal Regulations sections 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Agreement" and may be referred to as such in this document.

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

All notices provided for by this Master Contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

### **9. MAINTENANCE OF RECORDS**

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to pupil records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; chart notes, Medi-Cal logs, daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided by instructional assistants, behavior intervention aides, bus aides and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held; business licenses held; documents evidencing other staff qualifications including social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; statements of income and expenses; general journals; cash receipts and disbursement books, general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR'S employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from LEA student's record. Such log needs to record access to LEA student's records by: (a) LEA student's parent; (b) an individual to whom written consent has been executed by LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward all records within ten (10) business days to LEA. These shall include, but not be limited to, current transcripts, IEP/IFSPs, and reports. LEA shall have access to and receive copies of any and all documents required to be maintained by CONTRACTOR within five (5) business days of a request.

**10. SEVERABILITY CLAUSE**

If any provision of this Master Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Master Contract shall be severable and remain in effect.

**11. SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR'S successors and assignees. CONTRACTOR shall notify LEA, in writing, of any change of ownership or corporate control within ten (10) business days of such change.

**12. VENUE AND GOVERNING LAW**

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in the County where LEA is located.

**13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES**

This Master Contract may be modified or amended by LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. LEA shall provide thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

**14. TERMINATION**

This Master Contract or an Individual Service Agreement may be terminated for cause. Cause shall include but not be limited to non-maintenance of current nonpublic school certification, failure of either LEA or the CONTRACTOR to maintain the standards required under the Master Contract and/or Individual Services Agreement, or other material breach of the contract by CONTRACTOR or LEA. For purposes of Non Public School placement, the cause shall not be the availability of a public class initiated during the period of the Master Contract or ISA unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the Master Contract, either party shall give twenty (20) days prior written notice to the other party pursuant to California Education Code section 56366(a)(4), or immediately if the CONTRACTOR and LEA mutually agree that there are significant health or safety concerns. At the time of termination, CONTRACTOR shall provide to LEA any and all documents

CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract. CONTRACTOR or LEA may also terminate an individual ISA for cause, without terminating the Master Contract in its entirety. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

## 15. INDEMNIFICATION AND HOLD HARMLESS

Except with respect to claims arising from a Party's separate negligence or willful acts, which shall remain that Party's personal obligation, each Party agrees to defend, indemnify and hold harmless the other Party and its directors, officers, and employees with respect to a claim arising from the Party's actual or alleged act, failure to act, error, or omission in the performance of their obligations under this Agreement or any governing law or regulations.

## 16. INSURANCE

LEA and CONTRACTOR agree to purchase and/or maintain through the duration of this Agreement insurance or liability coverage (such as liability coverage provided by a Joint Powers Agency) ensuring their ability to meet their respective defense and indemnity obligations as set forth in this Agreement. Such insurance or liability coverage shall have a limit of liability of no less than \$1,000,000 per claim/occurrence, and \$2,000,000 in the aggregate.

### **Lines of Insurance/Coverage**

The insurance or liability coverage shall include, as may be reasonable and appropriate given the acts and activities contemplated by this Agreement, commercial general liability, premises liability, automobile liability (owned, non-owned, and hired), professional liability/errors and omissions, employer's liability, product liability, completed operations, and/or educator's legal liability coverages.

For the acts and activities contemplated by this Agreement, at a minimum, CONTRACTOR shall provide the following insurances/coverages:

- a. **Commercial General Liability** if the operations of CONTRACTOR involve direct and/or indirect control over or manipulation of student bodily parts, including but not limited to limbs, upper and lower extremities, neck and back, regardless of the location or premises services are provided (i.e. whether services are provided on District property, or property owned, borrowed, rented or leased by CONTRACTOR.)
  - (i) Covered property includes – if applicable according to CONTRACTOR services provided, District property and student property (e.g. wheelchairs, durable medical equipment, assistive technology devices.)
- b. **Professional Liability or Errors and Omissions Liability** since all CONTRACTORS are providing professional or specialized services.
  - (i) Including molestation and abuse, by endorsement if not already in manuscript form.
- c. **Commercial Automobile Liability** if CONTRACTOR is going to operate a vehicle on District property or transport students in any capacity.<sup>1</sup>

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<sup>1</sup> Conditions for coverage regarding transportation of students:

Unless authorized by written agreement including the parent, CONTRACTOR is not to transport students.

If students need transportation to/from the CONTRACTOR'S premises where services are provided, or any other location involving CONTRACTOR'S services, transportation of the student is to be provided by District transportation.

- (i) Limits of liability shall include a minimum of \$1,000,000 combined single unit.
- d. **Premises Liability** (if not included in General Liability) if services are provided on property owned, rented, leased or controlled by CONTRACTOR.
- e. **Educator's Legal Liability** (if not covered under Professional or Errors and Omissions Liabilities), if services include, within LEA's standards, the development and delivery of curriculum.

**Additional Insured Endorsement:**

To the full extent of the Parties' respective indemnity obligations, including the minimum limit of liability set forth above, the Parties' insurance or liability coverage agreements shall also be endorsed to extend "additional insured" or "additional covered party" status to all proposed indemnitees.

**Primary Insurance/Coverage:**

In addition to the "Additional Insured Endorsement" as stated above, said insurance/coverage policies shall include or be endorsed (copy of Endorsement attached to Certificate of Insurance) to the extent that each line of insurance/coverage under this Agreement shall apply as primary, and that any other insurance/coverage maintained by the Parties shall be excess only and not contributing with the insurance/coverage afforded by the other.

**Other Insurance/Coverage:**

Each Party also represents that for the period of this Agreement they will also purchase and maintain [real or personal property insurance or coverage, as well as any] insurance or liability coverage as required by law or regulation, including workers' compensation coverage.

**Workers' Compensation Waiver of Subrogation:**

To the fullest extent permitted by law, CONTRACTOR and its directors, officers, agents, employees, volunteers and guests waive all opportunities of subrogation against LEA for any and all claims for bodily and personal injury, including employers' liability (Coverages A and B) and third party over actions against LEA and its elected and appointed officials, directors, officers, agents, employees, volunteers and guests.

**Certificate of Insurance/Coverage:**

With respect to such required coverage(s) pursuant to this Agreement, each Party shall provide evidence of such coverage(s) by way of a Certificate of Insurance or Certificate of Coverage, issued by a duly authorized representative of the insurer or coverage provider. A copy of each endorsement in order to effect the indemnity obligations of this contract shall be attached to said Certificate, and such Certificate shall not be valid without said endorsement(s).

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If under specified circumstances, and District transportation is not available, transportation of the student is not authorized without parental completion of a *Student Alternate Transportation Form*. Completion of this form is required even if the parent is to transport the student where otherwise District transportation would have been provided in order to receive contracted services.

Any driver (including parents) while on District business must submit prior to commencement of services, a completed and accepted *Employee and Volunteer Personal Automobile Use Form*. This form is to be completed if the transportation of students is for services under this Agreement.

**Survivability:**

The Parties' indemnity and coverage obligations shall survive the termination of this Agreement with respect to any claim arising from the Parties' actual or alleged performance or non-performance of their respective rights, privileges, or obligations existing under this Agreement.

**Joint Interests:**

For the duration of this Agreement, with respect to the fulfillment of each Parties' obligations pursuant to this Agreement, each Party agrees to provide the other's designee (e.g. Risk Management Department) with notification of bodily injury, personal injury or loss of property to each Parties' officials, employees, agents, volunteers, guests and third parties, within 5 calendar days of the date of occurrence of such loss, but no later than 5 calendar days of the date of the Party's knowledge of the loss.

In the event of such loss, the Parties agree to take all steps reasonable or necessary to cooperate in investigating the occurrence of each loss, and in resolving or mitigating losses with the affected or third party.

In the event of a claim covered by these provisions, the Parties agree to take all steps reasonable or necessary to cooperate in defending and protecting their joint interests, including efforts to reduce defense costs (through joint representation whenever possible), expenses and potential liability exposures.

**Injury and Illness Prevention:**

Each Party also represents that for the period of this Agreement, they will maintain and enforce an Injury and Illness Prevention Program as required by law or regulation, including all required standards and requirements under such law/regulation (e.g. blood borne pathogen, ergonomic, reporting of serious injury/illness), and agree to take all steps reasonable or necessary to cooperate in ensuring compliance. Documentation or recordkeeping to the same will be made available to the other Party upon request.

**17. INDEPENDENT CONTRACTOR**

Nothing herein contained shall be construed to imply a joint venture, partnership or principal-agent relationship between LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the Parties or any affiliates of the Parties, or between LEA and any individual assigned by CONTRACTOR to perform any services for LEA.

If LEA is held to be a partner, joint venturer, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by LEA as a result of that holding.

**18. SUBCONTRACTING**

CONTRACTOR shall not enter into any subcontracting relationship without first obtaining final written approval of LEA. Should CONTRACTOR wish to subcontract for special education and/or related services pursuant to this Master Contract, it must provide written notification to LEA before any subcontracting arrangement is made. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR'S original request and CONTRACTOR shall not subcontract for said services.

Should LEA approve in concept, of CONTRACTOR subcontracting for services, CONTRACTOR shall submit to LEA for approval the proposed subcontract. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent possible. Furthermore, when CONTRACTOR creates subcontracts for the provision of special education and/or related services (including without limitation, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain indemnification and insurance requirements which comply with the provisions of Sections 15 and 16 of this Master Contract, for the duration of the term of each subcontract. If a proposed subcontract is approved by LEA, each subcontractor must furnish LEA with original endorsements and certificates of insurance effective coverage required by Section 16 of this Master Contract. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Unless otherwise agreed to by LEA, the endorsements are to be on forms provided by the LEA. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured. All endorsements are to be received and approved by LEA before the subcontractor's work commences. In addition, all sub-contractors must meet the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Master Contract. No subcontract shall be considered final without LEA approval.

## **19. CONFLICTS OF INTEREST**

CONTRACTOR shall provide to LEA a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid and disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education Code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR'S facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e. before or after LEA student is enrolled in CONTRACTOR'S school/agency) or whether an assessment of LEA student is performed or a report is prepared in the normal course of the services provided to LEA student by CONTRACTOR. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, LEA may, in its discretion, not fund services through the evaluator whose IEE LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a nonpublic agency, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who was an employee of LEA within three hundred and sixty five (365) days prior to executing this Master Contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from LEA through due process proceedings.

## **20. NON-DISCRIMINATION**

CONTRACTOR shall not unlawfully discriminate on the basis of race, gender, ethnic groups, identification, ancestry, religion, sex, national origin, age, sexual orientation, or mental or physical disability or on the basis of a person's association with a person or groups with one or more of these actual or perceived characteristics, or any other classification provided by federal or state law, in employment or operation of its programs.

## **EDUCATIONAL PROGRAM**

### **21. FREE AND APPROPRIATE PUBLIC EDUCATION**

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with LEA student's IEP and as specified in the ISA. If CONTRACTOR is a nonpublic school, CONTRACTOR shall not accept a LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If a LEA student's services are provided by a third party (i.e. a related services provider) CONTRACTOR shall notify LEA, in writing, if the provision of services ceases.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in LEA student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of LEA student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall ensure that facilities are adequate to provide all LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for LEA student to receive a free appropriate public education after: (a) written notification to LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by LEA of the written notification and a written acknowledgment signed by LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for an LEA student to receive a free appropriate public education shall not interfere with LEA student's receipt of special education and/or related services as specified in LEA student's IEP and ISA unless LEA and CONTRACTOR agree otherwise in writing.

### **22. GENERAL PROGRAM OF INSTRUCTION**

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.* and shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR'S general program of instruction shall: (a) utilize evidence-based practices and predictors and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in LEA



student's IEP and ISA. LEA students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school: (b) college preparation courses; (c) extracurricular activities such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. When appropriate, CONTRACTOR shall utilize the designated curriculum guidelines for students with moderate to severe disabilities who participate in the State's alternative assessment. These students shall have access to the core content, activities, and instructional materials delineated within these curriculum guidelines. CONTRACTOR'S general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of LEA's graduation requirements, including, but not limited to, passing the California High School Exit Exam (CAHSEE) if applicable, or meeting CAHSEE exception/waiver requirements per state guidelines.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR'S general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines/certifications and any state licensing requirements and shall be provided as specified in LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention Services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a contractor that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver has a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI contractors shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult care giver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention Services must have a trained Behavior Intervention Case Manager (BICM) or trained equivalent on staff. It is understood that Behavior Intervention Services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services unless LEA and CONTRACTOR agree otherwise in writing.

## **23. INSTRUCTIONAL MINUTES**

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level, attending LEA schools and shall be specified in LEA student's ISA developed in accordance with LEA student's IEP.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade levels unless otherwise specified in LEA student's IEP and ISA.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in LEA student's ISA developed in accordance with LEA student's IEP.

#### **24. CLASS SIZE**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students unless CONTRACTOR and LEA agree otherwise, in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both Parties. This provision does not apply to a nonpublic agency.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 *et seq.*

#### **25. CALENDARS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to LEA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and shall not exceed the number of days on LEA's approved calendar and/or required by the IEP (developed by LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of LEA. Nothing in this Master Contract shall be interpreted to require LEA to accept any requests for calendar changes. In the event LEA adjusts the number of school days for the regular school year and/or extended school year, the approved number of days shall become the total billable days for the nonpublic school or agency. In such a case, an amended calendar shall be provided by CONTRACTOR for LEA approval.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe only the same legal holidays as LEA. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to LEA-developed/approved calendar; or as specified in LEA student's IEP and ISA. Unless otherwise specified in LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that LEA student's school of attendance is in session and LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on LEA calendar unless CONTRACTOR and LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

## **26. DATA REPORTING**

CONTRACTOR shall agree to provide to LEA, all data (including billing information) related to students who are served by the CONTRACTOR. CONTRACTOR agrees to provide all data related to or referenced in any and all sections of this Master Contract if requested by LEA. CONTRACTOR agrees to provide all requested information in the format required by LEA. It is understood that all nonpublic schools and nonpublic agencies shall utilize the Special Education Information System (SEIS) or comparable program/system approved by LEA/SELPA for all IEP development and progress reporting. Additional progress reporting may be required by LEA. LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access so that this information may be compiled.

LEA shall provide CONTRACTOR with approved forms and/or format for such data including but not limited to invoicing, attendance reports and progress reports. LEA may approve use of CONTRACTOR-provided forms at their discretion.

## **27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options (and/or dual enrollment options if available and appropriate) for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services and goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist LEA in implementing the IEP team's recommendations and/or activities to support the transition.

## **28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION**

When CONTRACTOR is a nonpublic school, per implementation of Assembly Bill 484, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress ("CAASP"), Desired Results Developmental Profile ("DRDP"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, California English Language Development Test ("CELDT"), and the California High School Exit Examination, as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

**29. MANDATED ATTENDANCE AT LEA MEETINGS**

CONTRACTOR shall attend LEA mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, standardized testing, and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

**30. POSITIVE BEHAVIOR INTERVENTIONS**

CONTRACTOR shall comply with all requirements of Education Code section 56521.1 and 56521.2 regarding positive behavior interventions. Failure to do so shall constitute sufficient cause for contract termination.

LEA students who exhibit serious behavioral challenges must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the individualized education program ("IEP") team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan (BIP), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy consistent with California Education Code section 56521.1 regarding emergency interventions and Behavioral Emergency Reports ("BERs"). Evidence of such training shall be submitted to the LEA at the beginning of the school year and within 6 days of any new hire. CONTRACTOR shall also ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. Training includes certification with an approved SELPA crisis intervention program.

Pursuant to Education Code section 56521.1 emergency interventions shall not be used as a substitute for a BIP, and instead may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the LEA student, or others. Before emergency interventions may be applied, the behavior must be of the kind that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. Emergency interventions shall not be employed longer than necessary to contain the behavior. If a situation requires prolonged use of an emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

To prevent emergency interventions from being used in lieu of planned, systematic behavioral interventions, the parent, guardian, and residential care provider, if appropriate, shall be notified if an emergency intervention is used or serious property damage occurs. CONTRACTOR shall immediately complete and maintain in the file of LEA student, a BER which shall include all of the following: (1) The name and age of the individual with exceptional needs; (2) The setting and location of the incident; (3) The

name of the staff or other persons involved; (4) A description of the incident and the emergency intervention used, and whether the LEA student is currently engaged in any systematic behavioral intervention plan; and (5) Details of any injuries sustained by LEA student or others, including staff, as a result of the incident. The BER shall be submitted to LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall also notify Parent within twenty-four (24) hours via telephone.

Consistent with the requirements of California Education Code section 56521.1(g), if a BER is written regarding an LEA student who does not have a behavior intervention plan, the designated responsible administrator shall, within two days, schedule an IEP Team meeting to review the emergency report, to determine the necessity for a functional behavioral assessment, and to determine the necessity for an interim plan. The IEP Team shall document the reasons for not conducting the functional behavioral assessment, not developing an interim plan, or both. Consistent with the requirements of California Education Code section 56521.1(h), if a behavioral emergency report is written regarding an LEA student who has a positive behavioral intervention plan, an incident involving a previously unseen serious behavior problem, or where a previously designed intervention is ineffective, shall be referred to the IEP team to review and determine if the incident constitutes a need to modify the positive behavioral intervention plan.

CONTRACTOR shall not utilize, authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to cause physical pain; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to LEA student's face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a limited emergency intervention by CONTRACTOR'S trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion, unless it is in a facility otherwise licensed or permitted by State law to use a locked room; (g) an intervention that precludes adequate supervision of the individual; or (h) an intervention that deprives the individual of one or more of his or her senses.

### **31. STUDENT DISCIPLINE**

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall submit a written discipline report within 24 hours to LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10<sup>th</sup>) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

### **32. IEP TEAM MEETINGS**

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school and/or by the nonpublic agency; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366(a)(2)(B)(i) and (ii) and pursuant to California Education Code section 56345(b)(4).) If an LEA student is to be transferred from a nonpublic school setting into a regular class

setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP Team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and LEA. CONTRACTOR shall provide to LEA, at no cost and prior to an annual or triennial IEP Team meeting, documentation which shows progress on goals and any and all assessments and written assessment reports (including testing protocols) created by CONTRACTOR and any of its agents or subcontractors, upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the Special Education Information System (SEIS) or other comparable program/system as designated by LEA at LEA's discretion, for all IEP planning and progress reporting. LEA or SELPA shall provide training for any nonpublic school and nonpublic agency to assure access to SEIS or the comparable program/system designated for use by LEA. The nonpublic school and/or nonpublic agency shall maintain confidentiality of all IEP data on SEIS or comparable program/system and shall protect the password requirements of the system. When a student disenrolls from the nonpublic school or stops receiving services from the nonpublic agency, such CONTRACTOR shall discontinue use of SEIS and/or comparable program/system for that student.

Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purpose of considering a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise, or unless an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH.

### **33. SURROGATE PARENTS**

CONTRACTOR shall comply with all LEA surrogate parent assignments.

### **34. DUE PROCESS PROCEEDINGS**

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office for Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include but in no way be limited to cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR'S program and/or the implementation of a particular student's IEP/ISP.

### **35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination

policies pursuant to Title 5 of the California Code of Regulations section 4960(a); (3) Sexual Harassment Policies pursuant to California Education Code 231.5 (a), (b) and (c); (4) Title IX Student Grievance Procedures pursuant to Title 34 of the Code of Federal Regulations sections 106.8(a) and 106.9(a); (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPPA); and (6) Notification and Complaint Procedures for Disability Access, pursuant to 42 U.S.C. §§ 12101 *et seq.*, Title 34 of the Code of Federal Regulations section 104. CONTRACTOR shall include verification of these procedures to LEA.

### **36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents, with a concurrent copy sent to LEA, at least four written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR'S place of business.

CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, chart notes, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support and/or intervention plans. LEA may request copies of such data at any time within five years of the date of service. CONTRACTOR agrees to maintain the information for at least five years and also shall provide this data supporting progress within 5 business days of request.

CONTRACTOR shall complete academic or other assessment of LEA student one month prior to LEA student's annual or triennial review IEP team meeting for the purpose of reporting LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. Sufficient copies of reports, projected goals and/or any other relevant documents to be reviewed by the IEP Team shall be provided to the District no later than five (5) business days prior to an annual or triennial IEP team meeting. CONTRACTOR shall maintain all supporting documentation including but not limited to test protocols and data collection, which shall be made available to LEA within 5 business days of request.

CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and the development of present levels of performance. All other assessments shall be provided by LEA unless LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Such assessment costs may be added to the ISA and/or approved separately by LEA at LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For nonpublic agency services, supervision provided by a qualified individual as specified in Title 5 of the California Code of Regulations section 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge LEA student's parent(s) or LEA for the development or provision of progress reports, report cards, and/or any assessments, interviews, or attendance at any meetings, including but not limited to IEP meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to LEA upon written request.

### **37. TRANSCRIPTS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine through twelve inclusive. CONTRACTOR shall submit all transcripts on LEA approved forms to LEA student's school of residence,

for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to LEA names of LEA students and their schools of residence for whom transcripts have been submitted as specified by LEA.

**38. LEA STUDENT CHANGE OF RESIDENCE**

Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of LEA student's change of residence. Within five (5) school days after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify LEA, in writing, of LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of LEA student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after LEA student's change of residence.

**39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report, by telephone, with a follow-up written notification within five (5) business days to LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call on LEA approved forms and submit to LEA and the Department of Education, if required, within five (5) business days of the withdrawal, including a student's change in residence to a residence outside of LEA service boundaries, and the student's discharge against professional advice from a Nonpublic School/Residential Treatment Center (NPS/RTC). CONTRACTOR shall assist LEA to verify and clear potential dropouts three times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress (AYP).

**40. PARENT ACCESS**

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and LEA student's living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR, if operating a program with a residential component, shall ensure that parents obtain prior written authorization for therapeutic visits from both the CONTRACTOR and LEA.

CONTRACTORS providing services in the student's home as specified in the IEP shall assure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

For services provided in a pupil's home as specified in the IEP, CONTRACTORS must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written, shall also be provided to the LEA.

CONTRACTORS operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR



and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA.

#### **41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT**

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with Penal Code section 627.1 *et seq.*, as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

For services provided on a public school campus, sign in/out procedures shall be followed along with all procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the educational program and all nonpublic agency service providers shall work collaboratively with the classroom teacher who shall remain in charge of the instructional program.

It is understood that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the Master Contract.

CONTRACTORS providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to LEA.

CONTRACTOR, if providing services in a student's home as specified in the IEP, shall assure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present during the provision of services. The names of any adult caregiver other than the parent shall be provided to LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot be an employee or volunteer associated with the nonpublic school/nonpublic agency service provider. All problems and/or concerns reported to parents, both verbal and written, shall also be provided to LEA.

#### **42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS**

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366(a)(2)(C) and 56366.9, Health and Safety Code section 1501.1(b), (AB1858, AB490 (Chapter 862, Statutes of 2003)) and the procedures set forth in LEA Procedures. A LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment and 2) the educational placement and services specified in each student's IEP at the time of enrollment.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1411 *et seq.* and Education Code section 56000, *et seq.*; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Title 5, California Code of Regulations section 3001 *et seq.*, Title 2, California Code of Regulations section 60100 *et seq.* regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in LEA student's IEPs.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by LEA student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

#### **43. STATE MEAL MANDATE**

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

#### **44. MONITORING**

CONTRACTOR shall allow representatives from LEA access to its facilities for the purpose of periodic monitoring of each LEA student's instructional program, and shall be invited to participate in the formal review of each student's progress. LEA representatives shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR'S site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also a LCI and/or NPS/RTC, LEA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall fully participate in any LEA and CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by LEA. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card in accordance with California Education Code Section 33126.

## PERSONNEL

### 45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for all of CONTRACTOR'S employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR'S employees and volunteers shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to LEA that none of its employees, volunteers, or subcontractors who will have, or likely may have any direct contact with LEA students, have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

The passage of AB 389 amends Education Code sections 44237 and 56366.1 as to the verification that the CONTRACTOR has received a successful criminal background check clearance and has enrolled in subsequent arrest notice service, as specified, **for each owner, operator, and employee of the nonpublic, nonsectarian school or agency.** Further this bill deletes the exemption for applicants possessing a valid California state teaching credential or who are currently licensed by another state agency that requires a criminal record summary, from submitting 2 sets of fingerprints for the purpose of obtaining a criminal record summary from the Department of Justice and the Federal Bureau of Investigation. Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notice service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service as required by California Penal Code section 11105.2 for all staff shall be provided upon request.

### 46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or to provide related services are qualified as defined in Section 7(d) of this Mater Contract, including but not limited to holding a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with Education Code section 56366.1(n)(1); are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58; and are qualified consistent with Title 5 of the California Code of Regulations, sections 3064 and 3065, as applicable. Qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that each special education teacher meets the Highly Qualified Teacher requirements and holds a full and valid non-expired CTC credential authorizing instruction to students with the disabling conditions placed in the teacher's classroom through documentation provided to the CDE (5 CCR 3064(a)).

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff who hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma and at least one of the following qualifications: (a) completed at least 2 years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State and serving an LEA student shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

#### **47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the California Commission on Teacher Credentialing or other licensing authority. CONTRACTOR shall notify LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students as specified in LEA Procedures. Within thirty (30) days, CONTRACTOR shall provide LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within thirty (30) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period during which such person is providing services under this Master Contract. Failure to notify LEA of changes in licenses, certifications or suspensions shall be good cause for termination of this Master Contract by LEA.

Failure to notify LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and shall also suffice as good cause for the suspension or termination of this Master Contract by LEA.

**48. STAFF ABSENCE**

When CONTRACTOR is a nonpublic school and CONTRACTOR'S classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage on LEA substitute teacher log. Substitute teachers shall remain with their assigned class during all instructional time. LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR'S service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section seven (7) of this Master Contract and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR'S service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for his/her student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and an authorized LEA representative.

**49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME**

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or nonpublic agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this Master Contract.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the instructional program, and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program. Failure to comply with this and all LEA requirements in this regard shall be sufficient cause to terminate this Master Contract.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or an LEA-approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to LEA. It is understood that unless otherwise agreed to by LEA, a public school credentialed teacher is responsible for the instructional program and all nonpublic agency related service providers shall work collaboratively with the teacher who shall remain in charge of supervising the instructional program.

**HEALTH AND SAFETY MANDATES**

**50. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR

shall comply with the requirements of California Education Code sections 35021 et seq., and 49406, and Health and Safety Code section 121545 regarding the examination of CONTRACTOR'S employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, Title 29 of the Code of Federal Regulations section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

## **51. FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 of the California Code of Regulations section 550. During the duration of this Agreement, if CONTRACTOR is subject to fines, penalties and findings of non-compliance, CONTRACTOR shall assume any and all responsibilities for payment of such financial obligations. CONTRACTOR shall also be fully responsible for any structural changes and/or modifications to CONTRACTOR'S facilities as required to comply with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify LEA or CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by LEA.

In signing this Agreement, CONTRACTOR certifies that its facilities either comply with federal and state and local laws regarding disability access, or possesses and has available upon demand, a self-evaluation and/or transition plan in accordance with said laws.

## **52. ADMINISTRATION OF MEDICATION**

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist LEA student with the administration of such medication after LEA student's parent(s) provide(s) to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR'S employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with student's physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

In the event there is an LEA student who is on a prescription medication regimen, the CONTRACTOR is to: (a) first obtain a copy of the appropriate medication authorization form available from LEA student's primary regional or site nurse; or (b) in the event the student does not take prescription medication during the school day, but would only take such medication while in the care, custody and control of the CONTRACTOR, prior to the commencement of services to LEA student, CONTRACTOR is to obtain a signed copy of the appropriate medication authorization form from the District. Both the District and CONTRACTOR shall retain a copy of the Authorization.

**53. INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall submit within 24 hours by facsimile and by US Mail, any accident or incident report to LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

**54. CHILD ABUSE REPORTING**

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to LEA.

CONTRACTOR is to read and become familiar with the District's *Mandated Child Abuse and Neglect Reporting Manual*, available on the District's Risk Management Web Site at:  
<http://www.egusd.net/riskmanagement/Info-MandRep.html>.

In the event there is suspicion of abuse conducted by District staff (e.g. a student reports to CONTRACTOR staff of abuse from District staff), CONTRACTOR is to file the appropriate report to the Sacramento County Sheriff. CONTRACTOR is also to confidentially notify the Risk Management Department (Risk Manager) of the report. CONTRACTOR is to cooperate with any investigation conducted by the District in connection with such report.

**55. SEXUAL HARASSMENT/DISCRIMINATION**

CONTRACTOR shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR'S policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

**56. REPORTING OF MISSING CHILDREN**

CONTRACTOR assures LEA that all staff members, including volunteers and any independent contractor and/or subcontractor authorized pursuant to this Master Contract, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to LEA. The written statement shall be submitted as specified by LEA.

**FINANCIAL**

**57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every child.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing, including requirements of electronic billing, as specified by LEA

Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in LEA student's IEP and ISA which are provided on billable days of attendance. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and in compliance with LEA Procedures, and will be governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on a LEA form with signatures in the manner prescribed by LEA. Contractor will submit invoices using the format provided by LEA. At the request of LEA, invoices may require the following information: name of LEA student for whom service was provided; the type of service provided; (if payment for assessment is approved by LEA pursuant to Section 36 of this Master Contract, the invoice must describe whether the assessment was prepared for an initial, annual, amended, or triennial IEP; month of service; specific dates (date, month, year and times) of services coordinated pursuant to LEA-approved calendar unless otherwise specified in the IEP or agreed to by LEA; name of staff who provided the service and that individual's licensing and credentials; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; and verification that progress reports have been provided consistent with IEP Benchmark Dates unless otherwise specified on the ISA. In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this Master Contract. At the discretion of LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this Master Contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31<sup>st</sup> after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year unless approved by LEA to resolve billing issues including rebilling issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than 12 months from the close of the fiscal year. If the billing or rebilling error is the responsibility of LEA, then no limit is set provided that LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.



## **58. RIGHT TO WITHHOLD PAYMENT**

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (b) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (c) CONTRACTOR has failed to provide supporting documentation with an invoice; (d) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (e) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR'S educational program; (f) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA with five (5) days of such confirmation; (g) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student; (h) CONTRACTOR fails to provide the required liability/insurance documentation as outlined in Section 16; or (i) CONTRACTOR has otherwise failed to perform, in whole or in part, under the terms of this Master Contract. It is understood that no payments shall be made for any invoices that are not received by six months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by LEA until completion of a review or audit, if deemed necessary by LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to LEA student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR'S written request showing good cause, LEA shall extend CONTRACTOR'S time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR'S notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after LEA's response to CONTRACTOR'S notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c)(2).

**59. PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students.

**60. PAYMENT FOR ABSENCES**

**NONPUBLIC SCHOOL STAFF ABSENCE**

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section seven (7) of this Master Contract and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student's IEP.

**NONPUBLIC SCHOOL STUDENT ABSENCE**

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of LEA student's unexcused absence, CONTRACTOR shall notify LEA of such absence as specified in LEA Procedures.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of DIS or related services for days on which a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

**NONPUBLIC AGENCY STAFF ABSENCE**

When CONTRACTOR is a nonpublic agency and CONTRACTOR'S service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section seven (7) of this Master Contract and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR'S service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

## **NONPUBLIC AGENCY STUDENT ABSENCE**

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a LEA student no later than the fifth (5th) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

### **61. INSPECTION AND AUDIT**

CONTRACTOR shall maintain and LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide LEA access to all records as defined in Section 9 of this Master Contract. CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR'S offices (to be specified by LEA), at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR'S offices for purposes of interviewing CONTRACTOR'S employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to LEA, unless LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers, written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR'S over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as result of CONTRACTOR'S over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

### **62. RATE SCHEDULE**

The attached rate schedules (Exhibits A and B) limit the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this Master Contract, shall be as stated in Exhibits A and B.

When CONTRACTOR is a nonpublic school associated with a Residential Treatment Center (NPS/RTC), Educationally Related Mental Health Services (ERMHS) are provided in an integrated, intensive, educationally related therapeutic residential setting which includes social emotional/behavior support through individual counseling, group counseling, family consultation and support, as appropriate. It is a collaborative model which includes educational professionals and related service providers, where all supports and services are integrated in the NPS/RTC program. Educationally Related Mental Health Services (ERMHS) costs are all inclusive and combined with the daily rate as ERMHS+RB (ERMHS + Room and Board). ERMHS plus Room and Board payments are based on positive attendance (payable for up to a maximum of 365 days) only, with up to a maximum of 10 days payment per student, per contract year, when a bed is unoccupied, for home visits of a therapeutic nature.

**63. DEBARMENT CERTIFICATION**

By signing this agreement, CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Has/have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The Parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1<sup>st</sup> day of July 2015 and terminates at 5:00 P.M. on June 30, 2016, unless sooner terminated as provided herein.

CONTRACTOR  
EASTER SEAL SUPERIOR CA

Nonpublic School/Agency

By:

Signature

Date

GARY KASAI, PRESIDENT CEO

LEA  
CENTER JOINT UNIFIED

By:

August 5, 2015

Signature

Date

By:

SCOTT A. LOEHR, SUPERINTENDENT

Notices to CONTRACTOR shall be addressed to:

**STEFANI MCNEIL, VP OF PEDIATRICS**

Name and Title

**EASTER SEAL SUPERIOR CA**

Nonpublic School/Agency/Related Service Provider  
**3205 HURLEY WAY**

Address

**SACRAMENTO CA 95864**

City

State

Zip

**916-485-6711**

Phone

Fax

**stefanim@myeasterseals.org**

Email\*

(\*Required)

Notices to LEA shall be addressed to:

**SCOTT A. LOEHR, SUPERINTENDENT**

Name and Title

**CENTER JOINT UNIFIED**

LEA

**8408 WATT AVENUE**

Address

**ANTELOPE, CA 95843**

City

State

Zip

**916-338-6320**

**916-338-6329**

Phone

Fax

**probinson@centerusd.org**

Email

**Additional LEA Notification**  
(Required if Completed)

---

Name and Title

---

LEA

---

Address

---

City

State

Zip

---

Phone

Fax

---

Email

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## EXHIBIT A: RATES - NON-PUBLIC SCHOOL ONLY – 2015-2016 CONTRACT YEAR

CONTRACTOR	EASTER SEAL SUPERIOR, CA	CONTRACTOR NUMBER	2015/16.07	2015-2016
(NONPUBLIC SCHOOL)			(CONTRACT YEAR)	

Per CDE Certification, total enrollment may not exceed \_\_\_\_\_ If blank, the number shall be as determine by CDE Certification.

**Rate Schedule.** This rate schedule limits the number of LEA students who may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students who can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed \_\_\_\_\_  
Total LEA enrollment may not exceed \_\_\_\_\_  
(per Master Contract Section 62)

Rate	Period
\$ _____	_____
_____	_____

A. Basic Education Program/Special Education Instruction  
Basic Education Program/Dual Enrollment

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

B. Related Services

- |      |  |          |          |
|------|--|----------|----------|
| (1)  | a. Transportation – Round Trip (NPS only, unless otherwise agreed to by LEA)   | _____    | _____    |
|      | b. Transportation – One Way (NPS only, unless otherwise agreed to by LEA)      | _____    | _____    |
|      | c. Transportation-Dual Enrollment  | _____    | _____    |
|      | d. Public Transportation   | _____    | _____    |
|      | e. Parent*   | _____    | _____    |
| (2)  | a. Educational Counseling – Individual   | _____    | _____    |
|      | b. Educational Counseling – Group of _____                                     | _____    | _____    |
|      | c. Counseling – Parent   | _____    | _____    |
| (3)  | a. Adapted Physical Education – Individual                                     | _____    | _____    |
|      | b. Adapted Physical Education – Group of _____                                 | _____    | _____    |
|      | c. Adapted Physical Education – Group of _____                                 | _____    | _____    |
| (4)  | a. Language and Speech Therapy – Individual                                    | _____    | _____    |
|      | b. Language and Speech Therapy – Group of 2                                    | _____    | _____    |
|      | c. Language and Speech Therapy – Group of 3                                    | _____    | _____    |
|      | d. Language and Speech Therapy – Assessment                                    | _____    | _____    |
|      | e. Language and Speech - Consultation Rate                                     | _____    | _____    |
| (5)  | a. Additional Instructional Assistant - Individual (must be authorized on IEP) | _____    | _____    |
|      | b. Additional Instructional Assistant – Group of 2                             | _____    | _____    |
|      | c. Additional Instructional Assistant – Group of 3                             | _____    | _____    |
| (6)  | Intensive Special Education Instruction**                                      | _____    | _____    |
| (7)  | a. Occupational Therapy – Individual   | _____    | _____    |
|      | b. Occupational Therapy – Group of 2   | _____    | _____    |
|      | c. Occupational Therapy – Group of 3   | _____    | _____    |
|      | d. Occupational Therapy – Group of 4 - 7                                       | _____    | _____    |
|      | e. Occupational Therapy - Consultation Rate                                    | _____    | _____    |
| (9)  | Physical Therapy   | \$105.00 | 06/30/16 |
| (10) | a. Behavior Intervention – BII   | _____    | _____    |
|      | b. Behavior Intervention – BID   | _____    | _____    |
|      | Provided by:   | _____    | _____    |
| (11) | Nursing Services   | _____    | _____    |

\*Parent transportation reimbursement rates are to be determined by LEA.

\*\*By credentialed Special Education Teacher.

SACRAMENTO COUNTY  
SELPA

*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

*2015–2016*

# MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

District CENTER JOINT UNIFIED

Contract Year 2015-2016

           Nonpublic School  
  X   Nonpublic Agency

## **Type of Contract:**

  X   Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

           Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

           Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the District. Expiration Date:                     

***When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.***



**DISTRICT MASTER CONTRACT  
GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL/AGENCY SERVICES  
2015-2016**

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**DISTRICT MASTER CONTRACT  
GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL/AGENCY SERVICES  
2015-2016**

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LEA: CENTER JOINT UNIFIED

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NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

AMERICAN RIVER SPEECH.

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

## AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

### 1. MASTER CONTRACT

This Master Contract is entered into on July 1, 2015, between the AMERICAN RIVER SPEECH hereinafter referred to as the local educational agency "LEA" or "District") and CENTER JOINT UNIFIED SCHOOL DISTRICT (nonpublic, nonsectarian school or agency, hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR, an Individual Services Agreement (hereinafter referred to as "ISA"), along with a Nonpublic Services Student Enrollment form. CONTRACTOR shall work with LEA to complete and return these forms to LEA prior to initiating any services for any student.

Unless otherwise agreed in writing, the ISA and the Nonpublic Services Student Enrollment form shall acknowledge CONTRACTOR'S obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of an LEA student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR. As available and appropriate, LEA shall make available access to any electronic IEP system and/or electronic database for ISA development, including invoicing.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent, or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by LEA student's parent.

### 2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.* and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR'S nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired,

revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on the applicable CDE certification. Total LEA student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the state of California, a CONTRACTOR that operates a program outside of this state shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this state, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR'S certification, failure to notify LEA and CDE of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and shall also be good cause for the suspension or termination of this Master Contract by LEA.

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless CONTRACTOR and LEA specifically agree, in writing, that a policy or policies, or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 15 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR'S failure to comply with applicable LEA policies (e.g., those policies relating to the provision of special education and/or related services, facilities for individuals with exceptional needs, LEA student enrollment and transfer, LEA student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract, and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

### **4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2015 to June 30, 2016 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2015. (Title 5 California Code of Regulations section 3062(d).) In the event a Master Contract is not renegotiated by June 30<sup>th</sup>, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR'S ownership or authorized representative shall be

provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

## **5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

This Master Contract includes LEA Procedures and each Individual Services Agreement which are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, LEA may modify LEA procedures from time to time without the consent of CONTRACTOR.

CONTRACTOR shall provide LEA with all information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. LEA may require additional information as applicable. If the application packet is not completed and returned to LEA, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2).) In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the discretion of LEA.

## **6. INDIVIDUAL SERVICES AGREEMENT**

This Master Contract shall include an ISA developed for each LEA student for whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled with the approval of LEA pursuant to Education Code section 56366(a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students.

Any and all changes to a LEA student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to LEA student's IEP. At any time during the term of this Master Contract, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and LEA agree otherwise in the ISA. (California Education Code section 56366(a)(5) and Title 5 of the California Code of Regulations section 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to an LEA student as a result of lack of provision of services while the student was served by the nonpublic school or agency.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees

otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2).

## **7. DEFINITIONS**

The following definitions shall apply for purposes of this contract:

- a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.
- b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood that a representative of the Special Education Local Plan Area (SELPA) of which LEA is a member is an authorized LEA representative in collaboration with LEA. LEA maintains sole responsibility for the Master Contract, unless otherwise specified in the Master Contract.
- c. The term "credential" means a valid credential, life diploma, permit, or document in special education or Pupil Personnel Services issued by, or under the jurisdiction of, the California State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. As defined in Title 5 of the California Code of Regulations section 3001(r), the term "qualified" means that a person has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services (which can include but is not limited to those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 (qualifications of "highly qualified teacher") and 200.58 (qualifications of paraprofessionals), and those requirements set forth in Title 5 of the California Code of Regulations sections 3064 (staff qualifications for special education instruction) and 3065 (staff qualifications for related services), and Education Code section 56366.1(n)(1)), or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code and the scope of practice as defined by the licensing or credentialing body. Nothing in this definition shall be construed as restricting the activities or services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations.
- e. The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. This includes, but is not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- f. "Parent" means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to

act as the child's parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Title 34 of the Code of Federal Regulations sections 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Agreement" and may be referred to as such in this document.

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

All notices provided for by this Master Contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

### **9. MAINTENANCE OF RECORDS**

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to pupil records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; chart notes, Medi-Cal logs, daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided by instructional assistants, behavior intervention aides, bus aides and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held; business licenses held; documents evidencing other staff qualifications including social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; statements of income and expenses; general journals; cash receipts and disbursement books, general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR'S employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from LEA student's record. Such log needs to record access to LEA student's records by: (a) LEA student's parent; (b) an individual to whom written consent has been executed by LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward all records within ten (10) business days to LEA. These shall include, but not be limited to, current transcripts, IEP/IFSPs, and reports. LEA shall have access to and receive copies of any and all documents required to be maintained by CONTRACTOR within five (5) business days of a request.

**10. SEVERABILITY CLAUSE**

If any provision of this Master Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Master Contract shall be severable and remain in effect.

**11. SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR'S successors and assignees. CONTRACTOR shall notify LEA, in writing, of any change of ownership or corporate control within ten (10) business days of such change.

**12. VENUE AND GOVERNING LAW**

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in the County where LEA is located.

**13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES**

This Master Contract may be modified or amended by LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. LEA shall provide thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

**14. TERMINATION**

This Master Contract or an Individual Service Agreement may be terminated for cause. Cause shall include but not be limited to non-maintenance of current nonpublic school certification, failure of either LEA or the CONTRACTOR to maintain the standards required under the Master Contract and/or Individual Services Agreement, or other material breach of the contract by CONTRACTOR or LEA. For purposes of Non Public School placement, the cause shall not be the availability of a public class initiated during the period of the Master Contract or ISA unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the Master Contract, either party shall give twenty (20) days prior written notice to the other party pursuant to California Education Code section 56366(a)(4), or immediately if the CONTRACTOR and LEA mutually agree that there are significant health or safety concerns. At the time of termination, CONTRACTOR shall provide to LEA any and all documents



CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract. CONTRACTOR or LEA may also terminate an individual ISA for cause, without terminating the Master Contract in its entirety. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

## **15. INDEMNIFICATION AND HOLD HARMLESS**

Except with respect to claims arising from a Party's separate negligence or willful acts, which shall remain that Party's personal obligation, each Party agrees to defend, indemnify and hold harmless the other Party and its directors, officers, and employees with respect to a claim arising from the Party's actual or alleged act, failure to act, error, or omission in the performance of their obligations under this Agreement or any governing law or regulations.

## **16. INSURANCE**

LEA and CONTRACTOR agree to purchase and/or maintain through the duration of this Agreement insurance or liability coverage (such as liability coverage provided by a Joint Powers Agency) ensuring their ability to meet their respective defense and indemnity obligations as set forth in this Agreement. Such insurance or liability coverage shall have a limit of liability of no less than \$1,000,000 per claim/occurrence, and \$2,000,000 in the aggregate.

### **Lines of Insurance/Coverage**

The insurance or liability coverage shall include, as may be reasonable and appropriate given the acts and activities contemplated by this Agreement, commercial general liability, premises liability, automobile liability (owned, non-owned, and hired), professional liability/errors and omissions, employer's liability, product liability, completed operations, and/or educator's legal liability coverages.

For the acts and activities contemplated by this Agreement, at a minimum, CONTRACTOR shall provide the following insurances/coverages:

- a. **Commercial General Liability** if the operations of CONTRACTOR involve direct and/or indirect control over or manipulation of student bodily parts, including but not limited to limbs, upper and lower extremities, neck and back, regardless of the location or premises services are provided (i.e. whether services are provided on District property, or property owned, borrowed, rented or leased by CONTRACTOR.)
  - (i) Covered property includes – if applicable according to CONTRACTOR services provided, District property and student property (e.g. wheelchairs, durable medical equipment, assistive technology devices.)
- b. **Professional Liability or Errors and Omissions Liability** since all CONTRACTORS are providing professional or specialized services.
  - (i) Including molestation and abuse, by endorsement if not already in manuscript form.
- c. **Commercial Automobile Liability** if CONTRACTOR is going to operate a vehicle on District property or transport students in any capacity.<sup>1</sup>

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<sup>1</sup> Conditions for coverage regarding transportation of students:

Unless authorized by written agreement including the parent, CONTRACTOR is not to transport students.

If students need transportation to/from the CONTRACTOR'S premises where services are provided, or any other location involving CONTRACTOR'S services, transportation of the student is to be provided by District transportation.

- (i) Limits of liability shall include a minimum of \$1,000,000 combined single unit.
- d. **Premises Liability** (if not included in General Liability) if services are provided on property owned, rented, leased or controlled by CONTRACTOR.
- e. **Educator's Legal Liability** (if not covered under Professional or Errors and Omissions Liabilities), if services include, within LEA's standards, the development and delivery of curriculum.

**Additional Insured Endorsement:**

To the full extent of the Parties' respective indemnity obligations, including the minimum limit of liability set forth above, the Parties' insurance or liability coverage agreements shall also be endorsed to extend "additional insured" or "additional covered party" status to all proposed indemnitees.

**Primary Insurance/Coverage:**

In addition to the "Additional Insured Endorsement" as stated above, said insurance/coverage policies shall include or be endorsed (copy of Endorsement attached to Certificate of Insurance) to the extent that each line of insurance/coverage under this Agreement shall apply as primary, and that any other insurance/coverage maintained by the Parties shall be excess only and not contributing with the insurance/coverage afforded by the other.

**Other Insurance/Coverage:**

Each Party also represents that for the period of this Agreement they will also purchase and maintain [real or personal property insurance or coverage, as well as any] insurance or liability coverage as required by law or regulation, including workers' compensation coverage.

**Workers' Compensation Waiver of Subrogation:**

To the fullest extent permitted by law, CONTRACTOR and its directors, officers, agents, employees, volunteers and guests waive all opportunities of subrogation against LEA for any and all claims for bodily and personal injury, including employers' liability (Coverages A and B) and third party over actions against LEA and its elected and appointed officials, directors, officers, agents, employees, volunteers and guests.

**Certificate of Insurance/Coverage:**

With respect to such required coverage(s) pursuant to this Agreement, each Party shall provide evidence of such coverage(s) by way of a Certificate of Insurance or Certificate of Coverage, issued by a duly authorized representative of the insurer or coverage provider. A copy of each endorsement in order to effect the indemnity obligations of this contract shall be attached to said Certificate, and such Certificate shall not be valid without said endorsement(s).

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If under specified circumstances, and District transportation is not available, transportation of the student is not authorized without parental completion of a *Student Alternate Transportation Form*. Completion of this form is required even if the parent is to transport the student where otherwise District transportation would have been provided in order to receive contracted services.

Any driver (including parents) while on District business must submit prior to commencement of services, a completed and accepted *Employee and Volunteer Personal Automobile Use Form*. This form is to be completed if the transportation of students is for services under this Agreement.

**Survivability:**

The Parties' indemnity and coverage obligations shall survive the termination of this Agreement with respect to any claim arising from the Parties' actual or alleged performance or non-performance of their respective rights, privileges, or obligations existing under this Agreement.

**Joint Interests:**

For the duration of this Agreement, with respect to the fulfillment of each Parties' obligations pursuant to this Agreement, each Party agrees to provide the other's designee (e.g. Risk Management Department) with notification of bodily injury, personal injury or loss of property to each Parties' officials, employees, agents, volunteers, guests and third parties, within 5 calendar days of the date of occurrence of such loss, but no later than 5 calendar days of the date of the Party's knowledge of the loss.

In the event of such loss, the Parties agree to take all steps reasonable or necessary to cooperate in investigating the occurrence of each loss, and in resolving or mitigating losses with the affected or third party.

In the event of a claim covered by these provisions, the Parties agree to take all steps reasonable or necessary to cooperate in defending and protecting their joint interests, including efforts to reduce defense costs (through joint representation whenever possible), expenses and potential liability exposures.

**Injury and Illness Prevention:**

Each Party also represents that for the period of this Agreement, they will maintain and enforce an Injury and Illness Prevention Program as required by law or regulation, including all required standards and requirements under such law/regulation (e.g. blood borne pathogen, ergonomic, reporting of serious injury/illness), and agree to take all steps reasonable or necessary to cooperate in ensuring compliance. Documentation or recordkeeping to the same will be made available to the other Party upon request.

**17. INDEPENDENT CONTRACTOR**

Nothing herein contained shall be construed to imply a joint venture, partnership or principal-agent relationship between LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the Parties or any affiliates of the Parties, or between LEA and any individual assigned by CONTRACTOR to perform any services for LEA.

If LEA is held to be a partner, joint venturer, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by LEA as a result of that holding.

**18. SUBCONTRACTING**

CONTRACTOR shall not enter into any subcontracting relationship without first obtaining final written approval of LEA. Should CONTRACTOR wish to subcontract for special education and/or related services pursuant to this Master Contract, it must provide written notification to LEA before any subcontracting arrangement is made. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR'S original request and CONTRACTOR shall not subcontract for said services.

Should LEA approve in concept, of CONTRACTOR subcontracting for services, CONTRACTOR shall submit to LEA for approval the proposed subcontract. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent possible. Furthermore, when CONTRACTOR creates subcontracts for the provision of special education and/or related services (including without limitation, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain indemnification and insurance requirements which comply with the provisions of Sections 15 and 16 of this Master Contract, for the duration of the term of each subcontract. If a proposed subcontract is approved by LEA, each subcontractor must furnish LEA with original endorsements and certificates of insurance effective coverage required by Section 16 of this Master Contract. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Unless otherwise agreed to by LEA, the endorsements are to be on forms provided by the LEA. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured. All endorsements are to be received and approved by LEA before the subcontractor's work commences. In addition, all sub-contractors must meet the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Master Contract. No subcontract shall be considered final without LEA approval.

## **19. CONFLICTS OF INTEREST**

CONTRACTOR shall provide to LEA a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid and disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education Code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR'S facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e. before or after LEA student is enrolled in CONTRACTOR'S school/agency) or whether an assessment of LEA student is performed or a report is prepared in the normal course of the services provided to LEA student by CONTRACTOR. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, LEA may, in its discretion, not fund services through the evaluator whose IEE LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a nonpublic agency, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who was an employee of LEA within three hundred and sixty five (365) days prior to executing this Master Contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from LEA through due process proceedings.

## **20. NON-DISCRIMINATION**

CONTRACTOR shall not unlawfully discriminate on the basis of race, gender, ethnic groups, identification, ancestry, religion, sex, national origin, age, sexual orientation, or mental or physical disability or on the basis of a person's association with a person or groups with one or more of these actual or perceived characteristics, or any other classification provided by federal or state law, in employment or operation of its programs.

## **EDUCATIONAL PROGRAM**

### **21. FREE AND APPROPRIATE PUBLIC EDUCATION**

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with LEA student's IEP and as specified in the ISA. If CONTRACTOR is a nonpublic school, CONTRACTOR shall not accept a LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If a LEA student's services are provided by a third party (i.e. a related services provider) CONTRACTOR shall notify LEA, in writing, if the provision of services ceases.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in LEA student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of LEA student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall ensure that facilities are adequate to provide all LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for LEA student to receive a free appropriate public education after: (a) written notification to LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by LEA of the written notification and a written acknowledgment signed by LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for an LEA student to receive a free appropriate public education shall not interfere with LEA student's receipt of special education and/or related services as specified in LEA student's IEP and ISA unless LEA and CONTRACTOR agree otherwise in writing.

### **22. GENERAL PROGRAM OF INSTRUCTION**

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.* and shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR'S general program of instruction shall: (a) utilize evidence-based practices and predictors and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in LEA

student's IEP and ISA. LEA students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school: (b) college preparation courses; (c) extracurricular activities such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. When appropriate, CONTRACTOR shall utilize the designated curriculum guidelines for students with moderate to severe disabilities who participate in the State's alternative assessment. These students shall have access to the core content, activities, and instructional materials delineated within these curriculum guidelines. CONTRACTOR'S general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of LEA's graduation requirements, including, but not limited to, passing the California High School Exit Exam (CAHSEE) if applicable, or meeting CAHSEE exception/waiver requirements per state guidelines.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR'S general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines/certifications and any state licensing requirements and shall be provided as specified in LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention Services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a contractor that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver has a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI contractors shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult care giver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention Services must have a trained Behavior Intervention Case Manager (BICM) or trained equivalent on staff. It is understood that Behavior Intervention Services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services unless LEA and CONTRACTOR agree otherwise in writing.

## **23. INSTRUCTIONAL MINUTES**

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level, attending LEA schools and shall be specified in LEA student's ISA developed in accordance with LEA student's IEP.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade levels unless otherwise specified in LEA student's IEP and ISA.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in LEA student's ISA developed in accordance with LEA student's IEP.

#### **24. CLASS SIZE**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students unless CONTRACTOR and LEA agree otherwise, in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both Parties. This provision does not apply to a nonpublic agency.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 *et seq.*

#### **25. CALENDARS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to LEA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and shall not exceed the number of days on LEA's approved calendar and/or required by the IEP (developed by LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of LEA. Nothing in this Master Contract shall be interpreted to require LEA to accept any requests for calendar changes. In the event LEA adjusts the number of school days for the regular school year and/or extended school year, the approved number of days shall become the total billable days for the nonpublic school or agency. In such a case, an amended calendar shall be provided by CONTRACTOR for LEA approval.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe only the same legal holidays as LEA. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to LEA-developed/approved calendar; or as specified in LEA student's IEP and ISA. Unless otherwise specified in LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that LEA student's school of attendance is in session and LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on LEA calendar unless CONTRACTOR and LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

## **26. DATA REPORTING**

CONTRACTOR shall agree to provide to LEA, all data (including billing information) related to students who are served by the CONTRACTOR. CONTRACTOR agrees to provide all data related to or referenced in any and all sections of this Master Contract if requested by LEA. CONTRACTOR agrees to provide all requested information in the format required by LEA. It is understood that all nonpublic schools and nonpublic agencies shall utilize the Special Education Information System (SEIS) or comparable program/system approved by LEA/SELPA for all IEP development and progress reporting. Additional progress reporting may be required by LEA. LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access so that this information may be compiled.

LEA shall provide CONTRACTOR with approved forms and/or format for such data including but not limited to invoicing, attendance reports and progress reports. LEA may approve use of CONTRACTOR-provided forms at their discretion.

## **27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options (and/or dual enrollment options if available and appropriate) for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services and goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist LEA in implementing the IEP team's recommendations and/or activities to support the transition.

## **28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION**

When CONTRACTOR is a nonpublic school, per implementation of Assembly Bill 484, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress ("CAASP"), Desired Results Developmental Profile ("DRDP"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, California English Language Development Test ("CELDT"), and the California High School Exit Examination, as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.



CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

**29. MANDATED ATTENDANCE AT LEA MEETINGS**

CONTRACTOR shall attend LEA mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, standardized testing, and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

**30. POSITIVE BEHAVIOR INTERVENTIONS**

CONTRACTOR shall comply with all requirements of Education Code section 56521.1 and 56521.2 regarding positive behavior interventions. Failure to do so shall constitute sufficient cause for contract termination.

LEA students who exhibit serious behavioral challenges must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the individualized education program ("IEP") team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan (BIP), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy consistent with California Education Code section 56521.1 regarding emergency interventions and Behavioral Emergency Reports ("BERs"). Evidence of such training shall be submitted to the LEA at the beginning of the school year and within 6 days of any new hire. CONTRACTOR shall also ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. Training includes certification with an approved SELPA crisis intervention program.

Pursuant to Education Code section 56521.1 emergency interventions shall not be used as a substitute for a BIP, and instead may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the LEA student, or others. Before emergency interventions may be applied, the behavior must be of the kind that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. Emergency interventions shall not be employed longer than necessary to contain the behavior. If a situation requires prolonged use of an emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

To prevent emergency interventions from being used in lieu of planned, systematic behavioral interventions, the parent, guardian, and residential care provider, if appropriate, shall be notified if an emergency intervention is used or serious property damage occurs. CONTRACTOR shall immediately complete and maintain in the file of LEA student, a BER which shall include all of the following: (1) The name and age of the individual with exceptional needs; (2) The setting and location of the incident; (3) The

name of the staff or other persons involved; (4) A description of the incident and the emergency intervention used, and whether the LEA student is currently engaged in any systematic behavioral intervention plan; and (5) Details of any injuries sustained by LEA student or others, including staff, as a result of the incident. The BER shall be submitted to LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall also notify Parent within twenty-four (24) hours via telephone.

Consistent with the requirements of California Education Code section 56521.1(g), if a BER is written regarding an LEA student who does not have a behavior intervention plan, the designated responsible administrator shall, within two days, schedule an IEP Team meeting to review the emergency report, to determine the necessity for a functional behavioral assessment, and to determine the necessity for an interim plan. The IEP Team shall document the reasons for not conducting the functional behavioral assessment, not developing an interim plan, or both. Consistent with the requirements of California Education Code section 56521.1(h), if a behavioral emergency report is written regarding an LEA student who has a positive behavioral intervention plan, an incident involving a previously unseen serious behavior problem, or where a previously designed intervention is ineffective, shall be referred to the IEP team to review and determine if the incident constitutes a need to modify the positive behavioral intervention plan.

CONTRACTOR shall not utilize, authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to cause physical pain; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to LEA student's face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a limited emergency intervention by CONTRACTOR'S trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion, unless it is in a facility otherwise licensed or permitted by State law to use a locked room; (g) an intervention that precludes adequate supervision of the individual; or (h) an intervention that deprives the individual of one or more of his or her senses.

### **31. STUDENT DISCIPLINE**

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall submit a written discipline report within 24 hours to LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10<sup>th</sup>) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

### **32. IEP TEAM MEETINGS**

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school and/or by the nonpublic agency; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366(a)(2)(B)(i) and (ii) and pursuant to California Education Code section 56345(b)(4).) If an LEA student is to be transferred from a nonpublic school setting into a regular class

setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP Team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and LEA. CONTRACTOR shall provide to LEA, at no cost and prior to an annual or triennial IEP Team meeting, documentation which shows progress on goals and any and all assessments and written assessment reports (including testing protocols) created by CONTRACTOR and any of its agents or subcontractors, upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the Special Education Information System (SEIS) or other comparable program/system as designated by LEA at LEA's discretion, for all IEP planning and progress reporting. LEA or SELPA shall provide training for any nonpublic school and nonpublic agency to assure access to SEIS or the comparable program/system designated for use by LEA. The nonpublic school and/or nonpublic agency shall maintain confidentiality of all IEP data on SEIS or comparable program/system and shall protect the password requirements of the system. When a student disenrolls from the nonpublic school or stops receiving services from the nonpublic agency, such CONTRACTOR shall discontinue use of SEIS and/or comparable program/system for that student.

Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purpose of considering a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise, or unless an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH.

### **33. SURROGATE PARENTS**

CONTRACTOR shall comply with all LEA surrogate parent assignments.

### **34. DUE PROCESS PROCEEDINGS**

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office for Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include but in no way be limited to cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR'S program and/or the implementation of a particular student's IEP/ISP.

### **35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination

policies pursuant to Title 5 of the California Code of Regulations section 4960(a); (3) Sexual Harassment Policies pursuant to California Education Code 231.5 (a), (b) and (c); (4) Title IX Student Grievance Procedures pursuant to Title 34 of the Code of Federal Regulations sections 106.8(a) and 106.9(a); (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPPA); and (6) Notification and Complaint Procedures for Disability Access, pursuant to 42 U.S.C. §§ 12101 *et seq.*, Title 34 of the Code of Federal Regulations section 104. CONTRACTOR shall include verification of these procedures to LEA.

### **36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents, with a concurrent copy sent to LEA, at least four written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR'S place of business.

CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, chart notes, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support and/or intervention plans. LEA may request copies of such data at any time within five years of the date of service. CONTRACTOR agrees to maintain the information for at least five years and also shall provide this data supporting progress within 5 business days of request.

CONTRACTOR shall complete academic or other assessment of LEA student one month prior to LEA student's annual or triennial review IEP team meeting for the purpose of reporting LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. Sufficient copies of reports, projected goals and/or any other relevant documents to be reviewed by the IEP Team shall be provided to the District no later than five (5) business days prior to an annual or triennial IEP team meeting. CONTRACTOR shall maintain all supporting documentation including but not limited to test protocols and data collection, which shall be made available to LEA within 5 business days of request.

CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and the development of present levels of performance. All other assessments shall be provided by LEA unless LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Such assessment costs may be added to the ISA and/or approved separately by LEA at LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For nonpublic agency services, supervision provided by a qualified individual as specified in Title 5 of the California Code of Regulations section 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge LEA student's parent(s) or LEA for the development or provision of progress reports, report cards, and/or any assessments, interviews, or attendance at any meetings, including but not limited to IEP meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to LEA upon written request.

### **37. TRANSCRIPTS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine through twelve inclusive. CONTRACTOR shall submit all transcripts on LEA approved forms to LEA student's school of residence,

for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to LEA names of LEA students and their schools of residence for whom transcripts have been submitted as specified by LEA.

**38. LEA STUDENT CHANGE OF RESIDENCE**

Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of LEA student's change of residence. Within five (5) school days after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify LEA, in writing, of LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of LEA student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after LEA student's change of residence.

**39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report, by telephone, with a follow-up written notification within five (5) business days to LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call on LEA approved forms and submit to LEA and the Department of Education, if required, within five (5) business days of the withdrawal, including a student's change in residence to a residence outside of LEA service boundaries, and the student's discharge against professional advice from a Nonpublic School/Residential Treatment Center (NPS/RTC). CONTRACTOR shall assist LEA to verify and clear potential dropouts three times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress (AYP).

**40. PARENT ACCESS**

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and LEA student's living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR, if operating a program with a residential component, shall ensure that parents obtain prior written authorization for therapeutic visits from both the CONTRACTOR and LEA.

CONTRACTORS providing services in the student's home as specified in the IEP shall assure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

For services provided in a pupil's home as specified in the IEP, CONTRACTORS must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written, shall also be provided to the LEA.

CONTRACTORS operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR

and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA.

**41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT**

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with Penal Code section 627.1 *et seq.*, as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

For services provided on a public school campus, sign in/out procedures shall be followed along with all procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the educational program and all nonpublic agency service providers shall work collaboratively with the classroom teacher who shall remain in charge of the instructional program.

It is understood that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the Master Contract.

CONTRACTORS providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to LEA.

CONTRACTOR, if providing services in a student's home as specified in the IEP, shall assure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present during the provision of services. The names of any adult caregiver other than the parent shall be provided to LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot be an employee or volunteer associated with the nonpublic school/nonpublic agency service provider. All problems and/or concerns reported to parents, both verbal and written, shall also be provided to LEA.

**42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS**

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366(a)(2)(C) and 56366.9, Health and Safety Code section 1501.1(b), (AB1858, AB490 (Chapter 862, Statutes of 2003)) and the procedures set forth in LEA Procedures. A LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment and 2) the educational placement and services specified in each student's IEP at the time of enrollment.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1411 *et seq.* and Education Code section 56000, *et seq.*; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Title 5, California Code of Regulations section 3001 *et seq.*, Title 2, California Code of Regulations section 60100 *et seq.* regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in LEA student's IEPs.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by LEA student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

#### **43. STATE MEAL MANDATE**

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

#### **44. MONITORING**

CONTRACTOR shall allow representatives from LEA access to its facilities for the purpose of periodic monitoring of each LEA student's instructional program, and shall be invited to participate in the formal review of each student's progress. LEA representatives shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR'S site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also a LCI and/or NPS/RTC, LEA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall fully participate in any LEA and CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by LEA. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card in accordance with California Education Code Section 33126.

## **PERSONNEL**

### **45. CLEARANCE REQUIREMENTS**

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for all of CONTRACTOR'S employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR'S employees and volunteers shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to LEA that none of its employees, volunteers, or subcontractors who will have, or likely may have any direct contact with LEA students, have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

The passage of AB 389 amends Education Code sections 44237 and 56366.1 as to the verification that the CONTRACTOR has received a successful criminal background check clearance and has enrolled in subsequent arrest notice service, as specified, **for each owner, operator, and employee of the nonpublic, nonsectarian school or agency**. Further this bill deletes the exemption for applicants possessing a valid California state teaching credential or who are currently licensed by another state agency that requires a criminal record summary, from submitting 2 sets of fingerprints for the purpose of obtaining a criminal record summary from the Department of Justice and the Federal Bureau of Investigation. Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notice service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service as required by California Penal Code section 11105.2 for all staff shall be provided upon request.

### **46. STAFF QUALIFICATIONS**

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or to provide related services are qualified as defined in Section 7(d) of this Mater Contract, including but not limited to holding a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with Education Code section 56366.1(n)(1); are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58; and are qualified consistent with Title 5 of the California Code of Regulations, sections 3064 and 3065, as applicable. Qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.



CONTRACTOR shall ensure that each special education teacher meets the Highly Qualified Teacher requirements and holds a full and valid non-expired CTC credential authorizing instruction to students with the disabling conditions placed in the teacher's classroom through documentation provided to the CDE (5 CCR 3064(a)).

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff who hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma and at least one of the following qualifications: (a) completed at least 2 years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State and serving an LEA student shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

#### **47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the California Commission on Teacher Credentialing or other licensing authority. CONTRACTOR shall notify LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students as specified in LEA Procedures. Within thirty (30) days, CONTRACTOR shall provide LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within thirty (30) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period during which such person is providing services under this Master Contract. Failure to notify LEA of changes in licenses, certifications or suspensions shall be good cause for termination of this Master Contract by LEA.

Failure to notify LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and shall also suffice as good cause for the suspension or termination of this Master Contract by LEA.

**48. STAFF ABSENCE**

When CONTRACTOR is a nonpublic school and CONTRACTOR'S classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage on LEA substitute teacher log. Substitute teachers shall remain with their assigned class during all instructional time. LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR'S service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section seven (7) of this Master Contract and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR'S service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for his/her student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and an authorized LEA representative.

**49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME**

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or nonpublic agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this Master Contract.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the instructional program, and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program. Failure to comply with this and all LEA requirements in this regard shall be sufficient cause to terminate this Master Contract.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or an LEA-approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to LEA. It is understood that unless otherwise agreed to by LEA, a public school credentialed teacher is responsible for the instructional program and all nonpublic agency related service providers shall work collaboratively with the teacher who shall remain in charge of supervising the instructional program.

**HEALTH AND SAFETY MANDATES**

**50. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR

shall comply with the requirements of California Education Code sections 35021 et seq., and 49406, and Health and Safety Code section 121545 regarding the examination of CONTRACTOR'S employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, Title 29 of the Code of Federal Regulations section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

## **51. FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 of the California Code of Regulations section 550. During the duration of this Agreement, if CONTRACTOR is subject to fines, penalties and findings of non-compliance, CONTRACTOR shall assume any and all responsibilities for payment of such financial obligations. CONTRACTOR shall also be fully responsible for any structural changes and/or modifications to CONTRACTOR'S facilities as required to comply with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify LEA or CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by LEA.

In signing this Agreement, CONTRACTOR certifies that its facilities either comply with federal and state and local laws regarding disability access, or possesses and has available upon demand, a self-evaluation and/or transition plan in accordance with said laws.

## **52. ADMINISTRATION OF MEDICATION**

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist LEA student with the administration of such medication after LEA student's parent(s) provide(s) to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR'S employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with student's physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

In the event there is an LEA student who is on a prescription medication regimen, the CONTRACTOR is to: (a) first obtain a copy of the appropriate medication authorization form available from LEA student's primary regional or site nurse; or (b) in the event the student does not take prescription medication during the school day, but would only take such medication while in the care, custody and control of the CONTRACTOR, prior to the commencement of services to LEA student, CONTRACTOR is to obtain a signed copy of the appropriate medication authorization form from the District. Both the District and CONTRACTOR shall retain a copy of the Authorization.

**53. INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall submit within 24 hours by facsimile and by US Mail, any accident or incident report to LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

**54. CHILD ABUSE REPORTING**

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to LEA.

CONTRACTOR is to read and become familiar with the District's *Mandated Child Abuse and Neglect Reporting Manual*, available on the District's Risk Management Web Site at:  
<http://www.egusd.net/riskmanagement/Info-MandRep.html>.

In the event there is suspicion of abuse conducted by District staff (e.g. a student reports to CONTRACTOR staff of abuse from District staff), CONTRACTOR is to file the appropriate report to the Sacramento County Sheriff. CONTRACTOR is also to confidentially notify the Risk Management Department (Risk Manager) of the report. CONTRACTOR is to cooperate with any investigation conducted by the District in connection with such report.

**55. SEXUAL HARASSMENT/DISCRIMINATION**

CONTRACTOR shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR'S policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

**56. REPORTING OF MISSING CHILDREN**

CONTRACTOR assures LEA that all staff members, including volunteers and any independent contractor and/or subcontractor authorized pursuant to this Master Contract, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to LEA. The written statement shall be submitted as specified by LEA.

**FINANCIAL**

**57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every child.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing, including requirements of electronic billing, as specified by LEA

Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in LEA student's IEP and ISA which are provided on billable days of attendance. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and in compliance with LEA Procedures, and will be governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on a LEA form with signatures in the manner prescribed by LEA. Contractor will submit invoices using the format provided by LEA. At the request of LEA, invoices may require the following information: name of LEA student for whom service was provided; the type of service provided; (if payment for assessment is approved by LEA pursuant to Section 36 of this Master Contract, the invoice must describe whether the assessment was prepared for an initial, annual, amended, or triennial IEP; month of service; specific dates (date, month, year and times) of services coordinated pursuant to LEA-approved calendar unless otherwise specified in the IEP or agreed to by LEA; name of staff who provided the service and that individual's licensing and credentials; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; and verification that progress reports have been provided consistent with IEP Benchmark Dates unless otherwise specified on the ISA. In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this Master Contract. At the discretion of LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this Master Contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31<sup>st</sup> after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year unless approved by LEA to resolve billing issues including rebilling issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than 12 months from the close of the fiscal year. If the billing or rebilling error is the responsibility of LEA, then no limit is set provided that LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

## **58. RIGHT TO WITHHOLD PAYMENT**

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (b) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (c) CONTRACTOR has failed to provide supporting documentation with an invoice; (d) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (e) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR'S educational program; (f) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA with five (5) days of such confirmation; (g) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student; (h) CONTRACTOR fails to provide the required liability/insurance documentation as outlined in Section 16; or (i) CONTRACTOR has otherwise failed to perform, in whole or in part, under the terms of this Master Contract. It is understood that no payments shall be made for any invoices that are not received by six months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by LEA until completion of a review or audit, if deemed necessary by LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to LEA student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR'S written request showing good cause, LEA shall extend CONTRACTOR'S time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR'S notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after LEA's response to CONTRACTOR'S notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c)(2).

**59. PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students.

**60. PAYMENT FOR ABSENCES**

**NONPUBLIC SCHOOL STAFF ABSENCE**

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section seven (7) of this Master Contract and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student's IEP.

**NONPUBLIC SCHOOL STUDENT ABSENCE**

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of LEA student's unexcused absence, CONTRACTOR shall notify LEA of such absence as specified in LEA Procedures.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of DIS or related services for days on which a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

**NONPUBLIC AGENCY STAFF ABSENCE**

When CONTRACTOR is a nonpublic agency and CONTRACTOR'S service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section seven (7) of this Master Contract and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR'S service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

## **NONPUBLIC AGENCY STUDENT ABSENCE**

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a LEA student no later than the fifth (5th) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

### **61. INSPECTION AND AUDIT**

CONTRACTOR shall maintain and LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide LEA access to all records as defined in Section 9 of this Master Contract. CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR'S offices (to be specified by LEA), at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR'S offices for purposes of interviewing CONTRACTOR'S employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to LEA, unless LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers, written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR'S over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as result of CONTRACTOR'S over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

### **62. RATE SCHEDULE**

The attached rate schedules (Exhibits A and B) limit the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this Master Contract, shall be as stated in Exhibits A and B.

When CONTRACTOR is a nonpublic school associated with a Residential Treatment Center (NPS/RTC), Educationally Related Mental Health Services (ERMHS) are provided in an integrated, intensive, educationally related therapeutic residential setting which includes social emotional/behavior support through individual counseling, group counseling, family consultation and support, as appropriate. It is a collaborative model which includes educational professionals and related service providers, where all supports and services are integrated in the NPS/RTC program. Educationally Related Mental Health Services (ERMHS) costs are all inclusive and combined with the daily rate as ERMHS+RB (ERMHS + Room and Board). ERMHS plus Room and Board payments are based on positive attendance (payable for up to a maximum of 365 days) only, with up to a maximum of 10 days payment per student, per contract year, when a bed is unoccupied, for home visits of a therapeutic nature.



### 63. DEBARMENT CERTIFICATION

By signing this agreement, CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Has/have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The Parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1<sup>st</sup> day of July 2015 and terminates at 5:00 P.M. on June 30, 2016, unless sooner terminated as provided herein.

CONTRACTOR  
AMERICAN RIVER SPEECH

Nonpublic School/Agency

LEA  
CENTER JOINT UNIFIED

By:

Signature

Date

VICKI BEREZIN, CLINICAL DIRECTOR

By:

August 5, 2015

Signature

Date

By:

SCOTT A. LOEHR, SUPERINTENDENT

Notices to CONTRACTOR shall be addressed to:

**VICKI BEREZIN, CLINICAL DIRECTOR**

Name and Title

**AMERICAN RIVER SPEECH INC.**

Nonpublic School/Agency/Related Service Provider  
**11344 COLOMA ROAD, SUITE 810**

Address

**GOLDRIVER CA 95670**

City

State

Zip

**916-631-0428**

**916-631-0624**

Phone

Fax

**arsgoldriver@aol.com**

Email\*

(\*Required)

Notices to LEA shall be addressed to:

**SCOTT A. LOEHR, SUPERINTENDENT**

Name and Title

**CENTER JOINT UNIFIED**

LEA

**8408 WATT AVENUE**

Address

**ANTELOPE, CA 95843**

City

State

Zip

**916-338-6320**

**916-338-6329**

Phone

Fax

**probinson@centerusd.org**

Email

**PAULA ROBINSON, EXECUTIVE ASST.**

**Additional LEA Notification**  
(Required if Completed)

---

Name and Title

---

LEA

---

Address

---

City

State

Zip

---

Phone

Fax

---

Email

---

**EXHIBIT A: RATES - NON-PUBLIC SCHOOL ONLY – 2015-2016 CONTRACT YEAR**

<b>CONTRACTOR</b>	<b>AMERICAN RIVER SPEECH</b>	<b>CONTRACTOR NUMBER</b>	<b>2015/16.08</b>	<b>2015-2016</b>
<b>(NONPUBLIC SCHOOL)</b>			<b>(CONTRACT YEAR)</b>	

Per CDE Certification, total enrollment may not exceed \_\_\_\_\_

If blank, the number shall be as determine by  
CDE Certification.

**Rate Schedule.** This rate schedule limits the number of LEA students who may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students who can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed \_\_\_\_\_

Total LEA enrollment may not exceed \_\_\_\_\_

(per Master Contract Section 62)

**A. Basic Education Program/Special Education Instruction**

Basic Education Program/Dual Enrollment

Rate	Period
\$ _____	_____
_____	_____

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

**B. Related Services**

(1)	a. Transportation – Round Trip (NPS only, unless otherwise agreed to by LEA)	_____	_____
	b. Transportation – One Way (NPS only, unless otherwise agreed to by LEA)	_____	_____
	c. Transportation-Dual Enrollment	_____	_____
	d. Public Transportation	_____	_____
	e. Parent*	_____	_____
(2)	a. Educational Counseling – Individual	_____	_____
	b. Educational Counseling – Group of	_____	_____
	c. Counseling – Parent	_____	_____
(3)	a. Adapted Physical Education – Individual	_____	_____
	b. Adapted Physical Education – Group of _____	_____	_____
	c. Adapted Physical Education – Group of _____	_____	_____
(4)	a. Language and Speech Therapy – Individual	\$85.00	06/30/16
	b. Language and Speech Therapy – Group of 2	_____	_____
	c. Language and Speech Therapy – Group of 3	_____	_____
	d. Language and Speech Therapy – Evaluation	\$340.00	06/30/16
	e. Language and Speech - Consultation Rate	_____	_____
(5)	a. Additional Instructional Assistant - Individual (must be authorized on IEP)	_____	_____
	b. Additional Instructional Assistant – Group of 2	_____	_____
	c. Additional Instructional Assistant – Group of 3	_____	_____
(6)	Intensive Special Education Instruction**	_____	_____
(7)	a. Occupational Therapy – Individual	_____	_____
	b. Occupational Therapy – Group of 2	_____	_____
	c. Occupational Therapy – Group of 3	_____	_____
	d. Occupational Therapy – Group of 4 - 7	_____	_____
	e. Occupational Therapy - Consultation Rate	_____	_____
(9)	Physical Therapy	_____	_____
(10)	a. Behavior Intervention – BII	_____	_____
	b. Behavior Intervention – BID	_____	_____
	Provided by:	_____	_____
(11)	Nursing Services	_____	_____

\*Parent transportation reimbursement rates are to be determined by LEA.

\*\*By credentialed Special Education Teacher.

SACRAMENTO COUNTY  
SELPA

*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

*2015–2016*

# MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

District CENTER JOINT UNIFIED

Contract Year 2015-2016

           Nonpublic School  
  X   Nonpublic Agency

## **Type of Contract:**

  X   Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

           Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

           Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the District. Expiration Date:                     

***When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.***

**DISTRICT MASTER CONTRACT  
GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL/AGENCY SERVICES  
2015-2016**

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**DISTRICT MASTER CONTRACT  
GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL/AGENCY SERVICES  
2015-2016**

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2015-2016

CONTRACT NUMBER: 2015/16.09

LEA: CENTER JOINT UNIFIED

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NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

**BRIGHT FUTURES THERAPY**

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**

**MASTER CONTRACT**

## AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

### 1. MASTER CONTRACT

This Master Contract is entered into on July 1, 2015, between the **BRIGHT FUTURES THERAPY** hereinafter referred to as the local educational agency "LEA" or "District") and **CENTER JOINT UNIFIED SCHOOL DISTRICT** (nonpublic, nonsectarian school or agency, hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR, an Individual Services Agreement (hereinafter referred to as "ISA"), along with a Nonpublic Services Student Enrollment form. CONTRACTOR shall work with LEA to complete and return these forms to LEA prior to initiating any services for any student.

Unless otherwise agreed in writing, the ISA and the Nonpublic Services Student Enrollment form shall acknowledge CONTRACTOR'S obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of an LEA student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR. As available and appropriate, LEA shall make available access to any electronic IEP system and/or electronic database for ISA development, including invoicing.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent, or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by LEA student's parent.

### 2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.* and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR'S nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired,



revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on the applicable CDE certification. Total LEA student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the state of California, a CONTRACTOR that operates a program outside of this state shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this state, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR'S certification, failure to notify LEA and CDE of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and shall also be good cause for the suspension or termination of this Master Contract by LEA.

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless CONTRACTOR and LEA specifically agree, in writing, that a policy or policies, or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 15 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR'S failure to comply with applicable LEA policies (e.g., those policies relating to the provision of special education and/or related services, facilities for individuals with exceptional needs, LEA student enrollment and transfer, LEA student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract, and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

### **4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2015 to June 30, 2016 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2015. (Title 5 California Code of Regulations section 3062(d).) In the event a Master Contract is not renegotiated by June 30<sup>th</sup>, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR'S ownership or authorized representative shall be

provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

## **5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

This Master Contract includes LEA Procedures and each Individual Services Agreement which are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, LEA may modify LEA procedures from time to time without the consent of CONTRACTOR.

CONTRACTOR shall provide LEA with all information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. LEA may require additional information as applicable. If the application packet is not completed and returned to LEA, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2).) In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the discretion of LEA.

## **6. INDIVIDUAL SERVICES AGREEMENT**

This Master Contract shall include an ISA developed for each LEA student for whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled with the approval of LEA pursuant to Education Code section 56366(a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students.

Any and all changes to a LEA student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to LEA student's IEP. At any time during the term of this Master Contract, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and LEA agree otherwise in the ISA. (California Education Code section 56366(a)(5) and Title 5 of the California Code of Regulations section 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to an LEA student as a result of lack of provision of services while the student was served by the nonpublic school or agency.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees

otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2).

## **7. DEFINITIONS**

The following definitions shall apply for purposes of this contract:

- a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.
- b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood that a representative of the Special Education Local Plan Area (SELPA) of which LEA is a member is an authorized LEA representative in collaboration with LEA. LEA maintains sole responsibility for the Master Contract, unless otherwise specified in the Master Contract.
- c. The term "credential" means a valid credential, life diploma, permit, or document in special education or Pupil Personnel Services issued by, or under the jurisdiction of, the California State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. As defined in Title 5 of the California Code of Regulations section 3001(r), the term "qualified" means that a person has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services (which can include but is not limited to those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 (qualifications of "highly qualified teacher") and 200.58 (qualifications of paraprofessionals), and those requirements set forth in Title 5 of the California Code of Regulations sections 3064 (staff qualifications for special education instruction) and 3065 (staff qualifications for related services), and Education Code section 56366.1(n)(1)), or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code and the scope of practice as defined by the licensing or credentialing body. Nothing in this definition shall be construed as restricting the activities or services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations.
- e. The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. This includes, but is not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- f. "Parent" means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to

act as the child's parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Title 34 of the Code of Federal Regulations sections 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Agreement" and may be referred to as such in this document.

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

All notices provided for by this Master Contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

### **9. MAINTENANCE OF RECORDS**

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to pupil records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; chart notes, Medi-Cal logs, daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided by instructional assistants, behavior intervention aides, bus aides and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held; business licenses held; documents evidencing other staff qualifications including social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; statements of income and expenses; general journals; cash receipts and disbursement books, general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR'S employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from LEA student's record. Such log needs to record access to LEA student's records by: (a) LEA student's parent; (b) an individual to whom written consent has been executed by LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward all records within ten (10) business days to LEA. These shall include, but not be limited to, current transcripts, IEP/IFSPs, and reports. LEA shall have access to and receive copies of any and all documents required to be maintained by CONTRACTOR within five (5) business days of a request.

**10. SEVERABILITY CLAUSE**

If any provision of this Master Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Master Contract shall be severable and remain in effect.

**11. SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR'S successors and assignees. CONTRACTOR shall notify LEA, in writing, of any change of ownership or corporate control within ten (10) business days of such change.

**12. VENUE AND GOVERNING LAW**

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in the County where LEA is located.

**13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES**

This Master Contract may be modified or amended by LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. LEA shall provide thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

**14. TERMINATION**

This Master Contract or an Individual Service Agreement may be terminated for cause. Cause shall include but not be limited to non-maintenance of current nonpublic school certification, failure of either LEA or the CONTRACTOR to maintain the standards required under the Master Contract and/or Individual Services Agreement, or other material breach of the contract by CONTRACTOR or LEA. For purposes of Non Public School placement, the cause shall not be the availability of a public class initiated during the period of the Master Contract or ISA unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the Master Contract, either party shall give twenty (20) days prior written notice to the other party pursuant to California Education Code section 56366(a)(4), or immediately if the CONTRACTOR and LEA mutually agree that there are significant health or safety concerns. At the time of termination, CONTRACTOR shall provide to LEA any and all documents

CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract. CONTRACTOR or LEA may also terminate an individual ISA for cause, without terminating the Master Contract in its entirety. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

## **15. INDEMNIFICATION AND HOLD HARMLESS**

Except with respect to claims arising from a Party's separate negligence or willful acts, which shall remain that Party's personal obligation, each Party agrees to defend, indemnify and hold harmless the other Party and its directors, officers, and employees with respect to a claim arising from the Party's actual or alleged act, failure to act, error, or omission in the performance of their obligations under this Agreement or any governing law or regulations.

## **16. INSURANCE**

LEA and CONTRACTOR agree to purchase and/or maintain through the duration of this Agreement insurance or liability coverage (such as liability coverage provided by a Joint Powers Agency) ensuring their ability to meet their respective defense and indemnity obligations as set forth in this Agreement. Such insurance or liability coverage shall have a limit of liability of no less than \$1,000,000 per claim/occurrence, and \$2,000,000 in the aggregate.

### **Lines of Insurance/Coverage**

The insurance or liability coverage shall include, as may be reasonable and appropriate given the acts and activities contemplated by this Agreement, commercial general liability, premises liability, automobile liability (owned, non-owned, and hired), professional liability/errors and omissions, employer's liability, product liability, completed operations, and/or educator's legal liability coverages.

For the acts and activities contemplated by this Agreement, at a minimum, CONTRACTOR shall provide the following insurances/coverages:

- a. **Commercial General Liability** if the operations of CONTRACTOR involve direct and/or indirect control over or manipulation of student bodily parts, including but not limited to limbs, upper and lower extremities, neck and back, regardless of the location or premises services are provided (i.e. whether services are provided on District property, or property owned, borrowed, rented or leased by CONTRACTOR.)
  - (i) Covered property includes – if applicable according to CONTRACTOR services provided, District property and student property (e.g. wheelchairs, durable medical equipment, assistive technology devices.)
- b. **Professional Liability or Errors and Omissions Liability** since all CONTRACTORS are providing professional or specialized services.
  - (i) Including molestation and abuse, by endorsement if not already in manuscript form.
- c. **Commercial Automobile Liability** if CONTRACTOR is going to operate a vehicle on District property or transport students in any capacity.<sup>1</sup>

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<sup>1</sup> Conditions for coverage regarding transportation of students:

Unless authorized by written agreement including the parent, CONTRACTOR is not to transport students.

If students need transportation to/from the CONTRACTOR'S premises where services are provided, or any other location involving CONTRACTOR'S services, transportation of the student is to be provided by District transportation.

- (i) Limits of liability shall include a minimum of \$1,000,000 combined single unit.
- d. **Premises Liability** (if not included in General Liability) if services are provided on property owned, rented, leased or controlled by CONTRACTOR.
- e. **Educator's Legal Liability** (if not covered under Professional or Errors and Omissions Liabilities), if services include, within LEA's standards, the development and delivery of curriculum.

**Additional Insured Endorsement:**

To the full extent of the Parties' respective indemnity obligations, including the minimum limit of liability set forth above, the Parties' insurance or liability coverage agreements shall also be endorsed to extend "additional insured" or "additional covered party" status to all proposed indemnitees.

**Primary Insurance/Coverage:**

In addition to the "Additional Insured Endorsement" as stated above, said insurance/coverage policies shall include or be endorsed (copy of Endorsement attached to Certificate of Insurance) to the extent that each line of insurance/coverage under this Agreement shall apply as primary, and that any other insurance/coverage maintained by the Parties shall be excess only and not contributing with the insurance/coverage afforded by the other.

**Other Insurance/Coverage:**

Each Party also represents that for the period of this Agreement they will also purchase and maintain [real or personal property insurance or coverage, as well as any] insurance or liability coverage as required by law or regulation, including workers' compensation coverage.

**Workers' Compensation Waiver of Subrogation:**

To the fullest extent permitted by law, CONTRACTOR and its directors, officers, agents, employees, volunteers and guests waive all opportunities of subrogation against LEA for any and all claims for bodily and personal injury, including employers' liability (Coverages A and B) and third party over actions against LEA and its elected and appointed officials, directors, officers, agents, employees, volunteers and guests.

**Certificate of Insurance/Coverage:**

With respect to such required coverage(s) pursuant to this Agreement, each Party shall provide evidence of such coverage(s) by way of a Certificate of Insurance or Certificate of Coverage, issued by a duly authorized representative of the insurer or coverage provider. A copy of each endorsement in order to effect the indemnity obligations of this contract shall be attached to said Certificate, and such Certificate shall not be valid without said endorsement(s).

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If under specified circumstances, and District transportation is not available, transportation of the student is not authorized without parental completion of a *Student Alternate Transportation Form*. Completion of this form is required even if the parent is to transport the student where otherwise District transportation would have been provided in order to receive contracted services.

Any driver (including parents) while on District business must submit prior to commencement of services, a completed and accepted *Employee and Volunteer Personal Automobile Use Form*. This form is to be completed if the transportation of students is for services under this Agreement.

**Survivability:**

The Parties' indemnity and coverage obligations shall survive the termination of this Agreement with respect to any claim arising from the Parties' actual or alleged performance or non-performance of their respective rights, privileges, or obligations existing under this Agreement.

**Joint Interests:**

For the duration of this Agreement, with respect to the fulfillment of each Parties' obligations pursuant to this Agreement, each Party agrees to provide the other's designee (e.g. Risk Management Department) with notification of bodily injury, personal injury or loss of property to each Parties' officials, employees, agents, volunteers, guests and third parties, within 5 calendar days of the date of occurrence of such loss, but no later than 5 calendar days of the date of the Party's knowledge of the loss.

In the event of such loss, the Parties agree to take all steps reasonable or necessary to cooperate in investigating the occurrence of each loss, and in resolving or mitigating losses with the affected or third party.

In the event of a claim covered by these provisions, the Parties agree to take all steps reasonable or necessary to cooperate in defending and protecting their joint interests, including efforts to reduce defense costs (through joint representation whenever possible), expenses and potential liability exposures.

**Injury and Illness Prevention:**

Each Party also represents that for the period of this Agreement, they will maintain and enforce an Injury and Illness Prevention Program as required by law or regulation, including all required standards and requirements under such law/regulation (e.g. blood borne pathogen, ergonomic, reporting of serious injury/illness), and agree to take all steps reasonable or necessary to cooperate in ensuring compliance. Documentation or recordkeeping to the same will be made available to the other Party upon request.

**17. INDEPENDENT CONTRACTOR**

Nothing herein contained shall be construed to imply a joint venture, partnership or principal-agent relationship between LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the Parties or any affiliates of the Parties, or between LEA and any individual assigned by CONTRACTOR to perform any services for LEA.

If LEA is held to be a partner, joint venturer, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by LEA as a result of that holding.

**18. SUBCONTRACTING**

CONTRACTOR shall not enter into any subcontracting relationship without first obtaining final written approval of LEA. Should CONTRACTOR wish to subcontract for special education and/or related services pursuant to this Master Contract, it must provide written notification to LEA before any subcontracting arrangement is made. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR'S original request and CONTRACTOR shall not subcontract for said services.



Should LEA approve in concept, of CONTRACTOR subcontracting for services, CONTRACTOR shall submit to LEA for approval the proposed subcontract. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent possible. Furthermore, when CONTRACTOR creates subcontracts for the provision of special education and/or related services (including without limitation, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain indemnification and insurance requirements which comply with the provisions of Sections 15 and 16 of this Master Contract, for the duration of the term of each subcontract. If a proposed subcontract is approved by LEA, each subcontractor must furnish LEA with original endorsements and certificates of insurance effective coverage required by Section 16 of this Master Contract. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Unless otherwise agreed to by LEA, the endorsements are to be on forms provided by the LEA. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured. All endorsements are to be received and approved by LEA before the subcontractor's work commences. In addition, all sub-contractors must meet the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Master Contract. No subcontract shall be considered final without LEA approval.

## **19. CONFLICTS OF INTEREST**

CONTRACTOR shall provide to LEA a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid and disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education Code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR'S facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e. before or after LEA student is enrolled in CONTRACTOR'S school/agency) or whether an assessment of LEA student is performed or a report is prepared in the normal course of the services provided to LEA student by CONTRACTOR. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, LEA may, in its discretion, not fund services through the evaluator whose IEE LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a nonpublic agency, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who was an employee of LEA within three hundred and sixty five (365) days prior to executing this Master Contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from LEA through due process proceedings.

## **20. NON-DISCRIMINATION**

CONTRACTOR shall not unlawfully discriminate on the basis of race, gender, ethnic groups, identification, ancestry, religion, sex, national origin, age, sexual orientation, or mental or physical disability or on the basis of a person's association with a person or groups with one or more of these actual or perceived characteristics, or any other classification provided by federal or state law, in employment or operation of its programs.

## **EDUCATIONAL PROGRAM**

### **21. FREE AND APPROPRIATE PUBLIC EDUCATION**

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with LEA student's IEP and as specified in the ISA. If CONTRACTOR is a nonpublic school, CONTRACTOR shall not accept a LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If a LEA student's services are provided by a third party (i.e. a related services provider) CONTRACTOR shall notify LEA, in writing, if the provision of services ceases.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in LEA student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of LEA student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall ensure that facilities are adequate to provide all LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for LEA student to receive a free appropriate public education after: (a) written notification to LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by LEA of the written notification and a written acknowledgment signed by LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for an LEA student to receive a free appropriate public education shall not interfere with LEA student's receipt of special education and/or related services as specified in LEA student's IEP and ISA unless LEA and CONTRACTOR agree otherwise in writing.

### **22. GENERAL PROGRAM OF INSTRUCTION**

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.* and shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR'S general program of instruction shall: (a) utilize evidence-based practices and predictors and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in LEA

student's IEP and ISA. LEA students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school: (b) college preparation courses; (c) extracurricular activities such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. When appropriate, CONTRACTOR shall utilize the designated curriculum guidelines for students with moderate to severe disabilities who participate in the State's alternative assessment. These students shall have access to the core content, activities, and instructional materials delineated within these curriculum guidelines. CONTRACTOR'S general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of LEA's graduation requirements, including, but not limited to, passing the California High School Exit Exam (CAHSEE) if applicable, or meeting CAHSEE exception/waiver requirements per state guidelines.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR'S general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines/certifications and any state licensing requirements and shall be provided as specified in LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention Services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a contractor that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver has a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI contractors shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult care giver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention Services must have a trained Behavior Intervention Case Manager (BICM) or trained equivalent on staff. It is understood that Behavior Intervention Services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services unless LEA and CONTRACTOR agree otherwise in writing.

## **23. INSTRUCTIONAL MINUTES**

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level, attending LEA schools and shall be specified in LEA student's ISA developed in accordance with LEA student's IEP.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade levels unless otherwise specified in LEA student's IEP and ISA.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in LEA student's ISA developed in accordance with LEA student's IEP.

#### **24. CLASS SIZE**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students unless CONTRACTOR and LEA agree otherwise, in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both Parties. This provision does not apply to a nonpublic agency.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 *et seq.*

#### **25. CALENDARS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to LEA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and shall not exceed the number of days on LEA's approved calendar and/or required by the IEP (developed by LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of LEA. Nothing in this Master Contract shall be interpreted to require LEA to accept any requests for calendar changes. In the event LEA adjusts the number of school days for the regular school year and/or extended school year, the approved number of days shall become the total billable days for the nonpublic school or agency. In such a case, an amended calendar shall be provided by CONTRACTOR for LEA approval.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe only the same legal holidays as LEA. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to LEA-developed/approved calendar; or as specified in LEA student's IEP and ISA. Unless otherwise specified in LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that LEA student's school of attendance is in session and LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on LEA calendar unless CONTRACTOR and LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

## **26. DATA REPORTING**

CONTRACTOR shall agree to provide to LEA, all data (including billing information) related to students who are served by the CONTRACTOR. CONTRACTOR agrees to provide all data related to or referenced in any and all sections of this Master Contract if requested by LEA. CONTRACTOR agrees to provide all requested information in the format required by LEA. It is understood that all nonpublic schools and nonpublic agencies shall utilize the Special Education Information System (SEIS) or comparable program/system approved by LEA/SELPA for all IEP development and progress reporting. Additional progress reporting may be required by LEA. LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access so that this information may be compiled.

LEA shall provide CONTRACTOR with approved forms and/or format for such data including but not limited to invoicing, attendance reports and progress reports. LEA may approve use of CONTRACTOR-provided forms at their discretion.

## **27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options (and/or dual enrollment options if available and appropriate) for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services and goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist LEA in implementing the IEP team's recommendations and/or activities to support the transition.

## **28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION**

When CONTRACTOR is a nonpublic school, per implementation of Assembly Bill 484, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress ("CAASP"), Desired Results Developmental Profile ("DRDP"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, California English Language Development Test ("CELDT"), and the California High School Exit Examination, as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

## **29. MANDATED ATTENDANCE AT LEA MEETINGS**

CONTRACTOR shall attend LEA mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, standardized testing, and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

## **30. POSITIVE BEHAVIOR INTERVENTIONS**

CONTRACTOR shall comply with all requirements of Education Code section 56521.1 and 56521.2 regarding positive behavior interventions. Failure to do so shall constitute sufficient cause for contract termination.

LEA students who exhibit serious behavioral challenges must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the individualized education program ("IEP") team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan (BIP), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy consistent with California Education Code section 56521.1 regarding emergency interventions and Behavioral Emergency Reports ("BERs"). Evidence of such training shall be submitted to the LEA at the beginning of the school year and within 6 days of any new hire. CONTRACTOR shall also ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. Training includes certification with an approved SELPA crisis intervention program.

Pursuant to Education Code section 56521.1 emergency interventions shall not be used as a substitute for a BIP, and instead may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the LEA student, or others. Before emergency interventions may be applied, the behavior must be of the kind that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. Emergency interventions shall not be employed longer than necessary to contain the behavior. If a situation requires prolonged use of an emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

To prevent emergency interventions from being used in lieu of planned, systematic behavioral interventions, the parent, guardian, and residential care provider, if appropriate, shall be notified if an emergency intervention is used or serious property damage occurs. CONTRACTOR shall immediately complete and maintain in the file of LEA student, a BER which shall include all of the following: (1) The name and age of the individual with exceptional needs; (2) The setting and location of the incident; (3) The

name of the staff or other persons involved; (4) A description of the incident and the emergency intervention used, and whether the LEA student is currently engaged in any systematic behavioral intervention plan; and (5) Details of any injuries sustained by LEA student or others, including staff, as a result of the incident. The BER shall be submitted to LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall also notify Parent within twenty-four (24) hours via telephone.

Consistent with the requirements of California Education Code section 56521.1(g), if a BER is written regarding an LEA student who does not have a behavior intervention plan, the designated responsible administrator shall, within two days, schedule an IEP Team meeting to review the emergency report, to determine the necessity for a functional behavioral assessment, and to determine the necessity for an interim plan. The IEP Team shall document the reasons for not conducting the functional behavioral assessment, not developing an interim plan, or both. Consistent with the requirements of California Education Code section 56521.1(h), if a behavioral emergency report is written regarding an LEA student who has a positive behavioral intervention plan, an incident involving a previously unseen serious behavior problem, or where a previously designed intervention is ineffective, shall be referred to the IEP team to review and determine if the incident constitutes a need to modify the positive behavioral intervention plan.

CONTRACTOR shall not utilize, authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to cause physical pain; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to LEA student's face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a limited emergency intervention by CONTRACTOR'S trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion, unless it is in a facility otherwise licensed or permitted by State law to use a locked room; (g) an intervention that precludes adequate supervision of the individual; or (h) an intervention that deprives the individual of one or more of his or her senses.

### **31. STUDENT DISCIPLINE**

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall submit a written discipline report within 24 hours to LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10<sup>th</sup>) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

### **32. IEP TEAM MEETINGS**

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school and/or by the nonpublic agency; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366(a)(2)(B)(i) and (ii) and pursuant to California Education Code section 56345(b)(4).) If an LEA student is to be transferred from a nonpublic school setting into a regular class

setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP Team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and LEA. CONTRACTOR shall provide to LEA, at no cost and prior to an annual or triennial IEP Team meeting, documentation which shows progress on goals and any and all assessments and written assessment reports (including testing protocols) created by CONTRACTOR and any of its agents or subcontractors, upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the Special Education Information System (SEIS) or other comparable program/system as designated by LEA at LEA's discretion, for all IEP planning and progress reporting. LEA or SELPA shall provide training for any nonpublic school and nonpublic agency to assure access to SEIS or the comparable program/system designated for use by LEA. The nonpublic school and/or nonpublic agency shall maintain confidentiality of all IEP data on SEIS or comparable program/system and shall protect the password requirements of the system. When a student disenrolls from the nonpublic school or stops receiving services from the nonpublic agency, such CONTRACTOR shall discontinue use of SEIS and/or comparable program/system for that student.

Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purpose of considering a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise, or unless an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH.

### **33. SURROGATE PARENTS**

CONTRACTOR shall comply with all LEA surrogate parent assignments.

### **34. DUE PROCESS PROCEEDINGS**

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office for Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include but in no way be limited to cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR'S program and/or the implementation of a particular student's IEP/ISP.

### **35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination



policies pursuant to Title 5 of the California Code of Regulations section 4960(a); (3) Sexual Harassment Policies pursuant to California Education Code 231.5 (a), (b) and (c); (4) Title IX Student Grievance Procedures pursuant to Title 34 of the Code of Federal Regulations sections 106.8(a) and 106.9(a); (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPPA); and (6) Notification and Complaint Procedures for Disability Access, pursuant to 42 U.S.C. §§ 12101 *et seq.*, Title 34 of the Code of Federal Regulations section 104. CONTRACTOR shall include verification of these procedures to LEA.

### **36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents, with a concurrent copy sent to LEA, at least four written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR'S place of business.

CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, chart notes, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support and/or intervention plans. LEA may request copies of such data at any time within five years of the date of service. CONTRACTOR agrees to maintain the information for at least five years and also shall provide this data supporting progress within 5 business days of request.

CONTRACTOR shall complete academic or other assessment of LEA student one month prior to LEA student's annual or triennial review IEP team meeting for the purpose of reporting LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. Sufficient copies of reports, projected goals and/or any other relevant documents to be reviewed by the IEP Team shall be provided to the District no later than five (5) business days prior to an annual or triennial IEP team meeting. CONTRACTOR shall maintain all supporting documentation including but not limited to test protocols and data collection, which shall be made available to LEA within 5 business days of request.

CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and the development of present levels of performance. All other assessments shall be provided by LEA unless LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Such assessment costs may be added to the ISA and/or approved separately by LEA at LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For nonpublic agency services, supervision provided by a qualified individual as specified in Title 5 of the California Code of Regulations section 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge LEA student's parent(s) or LEA for the development or provision of progress reports, report cards, and/or any assessments, interviews, or attendance at any meetings, including but not limited to IEP meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to LEA upon written request.

### **37. TRANSCRIPTS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine through twelve inclusive. CONTRACTOR shall submit all transcripts on LEA approved forms to LEA student's school of residence,

for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to LEA names of LEA students and their schools of residence for whom transcripts have been submitted as specified by LEA.

### **38. LEA STUDENT CHANGE OF RESIDENCE**

Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of LEA student's change of residence. Within five (5) school days after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify LEA, in writing, of LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of LEA student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after LEA student's change of residence.

### **39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report, by telephone, with a follow-up written notification within five (5) business days to LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call on LEA approved forms and submit to LEA and the Department of Education, if required, within five (5) business days of the withdrawal, including a student's change in residence to a residence outside of LEA service boundaries, and the student's discharge against professional advice from a Nonpublic School/Residential Treatment Center (NPS/RTC). CONTRACTOR shall assist LEA to verify and clear potential dropouts three times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress (AYP).

### **40. PARENT ACCESS**

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and LEA student's living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR, if operating a program with a residential component, shall ensure that parents obtain prior written authorization for therapeutic visits from both the CONTRACTOR and LEA.

CONTRACTORS providing services in the student's home as specified in the IEP shall assure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

For services provided in a pupil's home as specified in the IEP, CONTRACTORS must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written, shall also be provided to the LEA.

CONTRACTORS operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR

and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA.

#### **41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT**

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with Penal Code section 627.1 *et seq.*, as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

For services provided on a public school campus, sign in/out procedures shall be followed along with all procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the educational program and all nonpublic agency service providers shall work collaboratively with the classroom teacher who shall remain in charge of the instructional program.

It is understood that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the Master Contract.

CONTRACTORS providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to LEA.

CONTRACTOR, if providing services in a student's home as specified in the IEP, shall assure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present during the provision of services. The names of any adult caregiver other than the parent shall be provided to LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot be an employee or volunteer associated with the nonpublic school/nonpublic agency service provider. All problems and/or concerns reported to parents, both verbal and written, shall also be provided to LEA.

#### **42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS**

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366(a)(2)(C) and 56366.9, Health and Safety Code section 1501.1(b), (AB1858, AB490 (Chapter 862, Statutes of 2003)) and the procedures set forth in LEA Procedures. A LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment and 2) the educational placement and services specified in each student's IEP at the time of enrollment.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1411 *et seq.* and Education Code section 56000, *et seq.*; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Title 5, California Code of Regulations section 3001 *et seq.*, Title 2, California Code of Regulations section 60100 *et seq.* regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in LEA student's IEPs.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by LEA student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

#### **43. STATE MEAL MANDATE**

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

#### **44. MONITORING**

CONTRACTOR shall allow representatives from LEA access to its facilities for the purpose of periodic monitoring of each LEA student's instructional program, and shall be invited to participate in the formal review of each student's progress. LEA representatives shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR'S site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also a LCI and/or NPS/RTC, LEA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall fully participate in any LEA and CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by LEA. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card in accordance with California Education Code Section 33126.

## **PERSONNEL**

### **45. CLEARANCE REQUIREMENTS**

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for all of CONTRACTOR'S employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR'S employees and volunteers shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to LEA that none of its employees, volunteers, or subcontractors who will have, or likely may have any direct contact with LEA students, have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

The passage of AB 389 amends Education Code sections 44237 and 56366.1 as to the verification that the CONTRACTOR has received a successful criminal background check clearance and has enrolled in subsequent arrest notice service, as specified, **for each owner, operator, and employee of the nonpublic, nonsectarian school or agency**. Further this bill deletes the exemption for applicants possessing a valid California state teaching credential or who are currently licensed by another state agency that requires a criminal record summary, from submitting 2 sets of fingerprints for the purpose of obtaining a criminal record summary from the Department of Justice and the Federal Bureau of Investigation. Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notice service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service as required by California Penal Code section 11105.2 for all staff shall be provided upon request.

### **46. STAFF QUALIFICATIONS**

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or to provide related services are qualified as defined in Section 7(d) of this Mater Contract, including but not limited to holding a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with Education Code section 56366.1(n)(1); are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58; and are qualified consistent with Title 5 of the California Code of Regulations, sections 3064 and 3065, as applicable. Qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that each special education teacher meets the Highly Qualified Teacher requirements and holds a full and valid non-expired CTC credential authorizing instruction to students with the disabling conditions placed in the teacher's classroom through documentation provided to the CDE (5 CCR 3064(a)).

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff who hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma and at least one of the following qualifications: (a) completed at least 2 years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State and serving an LEA student shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

#### **47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the California Commission on Teacher Credentialing or other licensing authority. CONTRACTOR shall notify LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students as specified in LEA Procedures. Within thirty (30) days, CONTRACTOR shall provide LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within thirty (30) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period during which such person is providing services under this Master Contract. Failure to notify LEA of changes in licenses, certifications or suspensions shall be good cause for termination of this Master Contract by LEA.

Failure to notify LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and shall also suffice as good cause for the suspension or termination of this Master Contract by LEA.

**48. STAFF ABSENCE**

When CONTRACTOR is a nonpublic school and CONTRACTOR'S classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage on LEA substitute teacher log. Substitute teachers shall remain with their assigned class during all instructional time. LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR'S service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section seven (7) of this Master Contract and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR'S service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for his/her student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and an authorized LEA representative.

**49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME**

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or nonpublic agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this Master Contract.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the instructional program, and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program. Failure to comply with this and all LEA requirements in this regard shall be sufficient cause to terminate this Master Contract.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or an LEA-approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to LEA. It is understood that unless otherwise agreed to by LEA, a public school credentialed teacher is responsible for the instructional program and all nonpublic agency related service providers shall work collaboratively with the teacher who shall remain in charge of supervising the instructional program.

**HEALTH AND SAFETY MANDATES**

**50. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR

shall comply with the requirements of California Education Code sections 35021 et seq., and 49406, and Health and Safety Code section 121545 regarding the examination of CONTRACTOR'S employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, Title 29 of the Code of Federal Regulations section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

## **51. FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 of the California Code of Regulations section 550. During the duration of this Agreement, if CONTRACTOR is subject to fines, penalties and findings of non-compliance, CONTRACTOR shall assume any and all responsibilities for payment of such financial obligations. CONTRACTOR shall also be fully responsible for any structural changes and/or modifications to CONTRACTOR'S facilities as required to comply with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify LEA or CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by LEA.

In signing this Agreement, CONTRACTOR certifies that its facilities either comply with federal and state and local laws regarding disability access, or possesses and has available upon demand, a self-evaluation and/or transition plan in accordance with said laws.

## **52. ADMINISTRATION OF MEDICATION**

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist LEA student with the administration of such medication after LEA student's parent(s) provide(s) to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR'S employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with student's physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

In the event there is an LEA student who is on a prescription medication regimen, the CONTRACTOR is to: (a) first obtain a copy of the appropriate medication authorization form available from LEA student's primary regional or site nurse; or (b) in the event the student does not take prescription medication during the school day, but would only take such medication while in the care, custody and control of the CONTRACTOR, prior to the commencement of services to LEA student, CONTRACTOR is to obtain a signed copy of the appropriate medication authorization form from the District. Both the District and CONTRACTOR shall retain a copy of the Authorization.



**53. INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall submit within 24 hours by facsimile and by US Mail, any accident or incident report to LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

**54. CHILD ABUSE REPORTING**

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to LEA.

CONTRACTOR is to read and become familiar with the District's *Mandated Child Abuse and Neglect Reporting Manual*, available on the District's Risk Management Web Site at:  
<http://www.egusd.net/riskmanagement/Info-MandRep.html>.

In the event there is suspicion of abuse conducted by District staff (e.g. a student reports to CONTRACTOR staff of abuse from District staff), CONTRACTOR is to file the appropriate report to the Sacramento County Sheriff. CONTRACTOR is also to confidentially notify the Risk Management Department (Risk Manager) of the report. CONTRACTOR is to cooperate with any investigation conducted by the District in connection with such report.

**55. SEXUAL HARASSMENT/DISCRIMINATION**

CONTRACTOR shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR'S policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

**56. REPORTING OF MISSING CHILDREN**

CONTRACTOR assures LEA that all staff members, including volunteers and any independent contractor and/or subcontractor authorized pursuant to this Master Contract, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to LEA. The written statement shall be submitted as specified by LEA.

**FINANCIAL**

**57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every child.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing, including requirements of electronic billing, as specified by LEA

Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in LEA student's IEP and ISA which are provided on billable days of attendance. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and in compliance with LEA Procedures, and will be governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on a LEA form with signatures in the manner prescribed by LEA. Contractor will submit invoices using the format provided by LEA. At the request of LEA, invoices may require the following information: name of LEA student for whom service was provided; the type of service provided; (if payment for assessment is approved by LEA pursuant to Section 36 of this Master Contract, the invoice must describe whether the assessment was prepared for an initial, annual, amended, or triennial IEP; month of service; specific dates (date, month, year and times) of services coordinated pursuant to LEA-approved calendar unless otherwise specified in the IEP or agreed to by LEA; name of staff who provided the service and that individual's licensing and credentials; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; and verification that progress reports have been provided consistent with IEP Benchmark Dates unless otherwise specified on the ISA. In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this Master Contract. At the discretion of LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this Master Contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31<sup>st</sup> after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year unless approved by LEA to resolve billing issues including rebilling issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than 12 months from the close of the fiscal year. If the billing or rebilling error is the responsibility of LEA, then no limit is set provided that LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

## **58. RIGHT TO WITHHOLD PAYMENT**

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (b) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (c) CONTRACTOR has failed to provide supporting documentation with an invoice; (d) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (e) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR'S educational program; (f) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA with five (5) days of such confirmation; (g) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student; (h) CONTRACTOR fails to provide the required liability/insurance documentation as outlined in Section 16; or (i) CONTRACTOR has otherwise failed to perform, in whole or in part, under the terms of this Master Contract. It is understood that no payments shall be made for any invoices that are not received by six months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by LEA until completion of a review or audit, if deemed necessary by LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to LEA student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR'S written request showing good cause, LEA shall extend CONTRACTOR'S time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR'S notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after LEA's response to CONTRACTOR'S notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c)(2).

## **59. PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students.

## **60. PAYMENT FOR ABSENCES**

### **NONPUBLIC SCHOOL STAFF ABSENCE**

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section seven (7) of this Master Contract and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student's IEP.

### **NONPUBLIC SCHOOL STUDENT ABSENCE**

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of LEA student's unexcused absence, CONTRACTOR shall notify LEA of such absence as specified in LEA Procedures.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of DIS or related services for days on which a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

### **NONPUBLIC AGENCY STAFF ABSENCE**

When CONTRACTOR is a nonpublic agency and CONTRACTOR'S service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section seven (7) of this Master Contract and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR'S service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

## **NONPUBLIC AGENCY STUDENT ABSENCE**

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a LEA student no later than the fifth (5th) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

### **61. INSPECTION AND AUDIT**

CONTRACTOR shall maintain and LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide LEA access to all records as defined in Section 9 of this Master Contract. CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR'S offices (to be specified by LEA), at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR'S offices for purposes of interviewing CONTRACTOR'S employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to LEA, unless LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers, written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR'S over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as result of CONTRACTOR'S over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

### **62. RATE SCHEDULE**

The attached rate schedules (Exhibits A and B) limit the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this Master Contract, shall be as stated in Exhibits A and B.

When CONTRACTOR is a nonpublic school associated with a Residential Treatment Center (NPS/RTC), Educationally Related Mental Health Services (ERMHS) are provided in an integrated, intensive, educationally related therapeutic residential setting which includes social emotional/behavior support through individual counseling, group counseling, family consultation and support, as appropriate. It is a collaborative model which includes educational professionals and related service providers, where all supports and services are integrated in the NPS/RTC program. Educationally Related Mental Health Services (ERMHS) costs are all inclusive and combined with the daily rate as ERMHS+RB (ERMHS + Room and Board). ERMHS plus Room and Board payments are based on positive attendance (payable for up to a maximum of 365 days) only, with up to a maximum of 10 days payment per student, per contract year, when a bed is unoccupied, for home visits of a therapeutic nature.

**63. DEBARMENT CERTIFICATION**

By signing this agreement, CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Has/have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The Parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1<sup>st</sup> day of July 2015 and terminates at 5:00 P.M. on June 30, 2016, unless sooner terminated as provided herein.

CONTRACTOR  
BRIGHT FUTURES THERAPY

LEA  
CENTER JOINT UNIFIED

\_\_\_\_\_  
Nonpublic School/Agency

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
MICHAEL PULLMANN, OWNER

By:

\_\_\_\_\_  
August 5, 2015

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

By:

\_\_\_\_\_  
SCOTT A. LOEHR, SUPERINTENDENT

Notices to CONTRACTOR shall be addressed to:

**MICHAEL PULLMANN, OWNER**

Name and Title

**BRIGHT FUTURES THERAPY**

Nonpublic School/Agency/Related Service Provider  
**2768 TAM O'SHANTER DRIVE**

Address

**EL DORADO HILLS, CA 95762**

City

State

Zip

**916-221-1891**

**916-443-2477**

Phone

Fax

**mpullman@live.com**

Email\*

(\*Required)

Notices to LEA shall be addressed to:

**SCOTT A. LOEHR, SUPERINTENDENT**

Name and Title

**CENTER JOINT UNIFIED**

LEA

**8408 WATT AVENUE**

Address

**ANTELOPE, CA 95843**

City

State

Zip

**916-338-6320**

**916-338-6329**

Phone

Fax

**probinson@centerusd.org**

Email

**PAULA ROBINSON, EXECUTIVE ASST.**

**Additional LEA Notification**  
(Required if Completed)

---

Name and Title

---

LEA

---

Address

---

City

State

Zip

---

Phone

Fax

---

Email

---

**EXHIBIT A: RATES - NON-PUBLIC SCHOOL ONLY – 2015-2016 CONTRACT YEAR**

<b>CONTRACTOR</b>	<b>BRIGHT FUTURES THERAPY</b>	<b>CONTRACTOR NUMBER</b>	<b>2015/16.09</b>	<b>2015-2016</b>
<b>(NONPUBLIC SCHOOL)</b>				<b>(CONTRACT YEAR)</b>

Per CDE Certification, total enrollment may not exceed \_\_\_\_\_ If blank, the number shall be as determine by CDE Certification.

**Rate Schedule.** This rate schedule limits the number of LEA students who may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students who can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed \_\_\_\_\_  
Total LEA enrollment may not exceed \_\_\_\_\_  
(per Master Contract Section 62)

Rate	Period
\$ _____	_____
_____	_____

A. Basic Education Program/Special Education Instruction  
Basic Education Program/Dual Enrollment

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

B. Related Services

(1)	a. Transportation – Round Trip (NPS only, unless otherwise agreed to by LEA)	_____	_____
	b. Transportation – One Way (NPS only, unless otherwise agreed to by LEA)	_____	_____
	c. Transportation-Dual Enrollment	_____	_____
	d. Public Transportation	_____	_____
	e. Parent*	_____	_____
(2)	a. Educational Counseling – Individual	_____	_____
	b. Educational Counseling – Group of _____	_____	_____
	c. Counseling – Parent	_____	_____
(3)	a. Adapted Physical Education – Individual	_____	_____
	b. Adapted Physical Education – Group of _____	_____	_____
	c. Adapted Physical Education – Group of _____	_____	_____
(4)	a. Language and Speech Therapy – Individual	_____	_____
	b. Language and Speech Therapy – Group of 2	_____	_____
	c. Language and Speech Therapy – Group of 3	_____	_____
	d. Language and Speech Therapy – Evaluation	_____	_____
	e. Language and Speech - Consultation Rate	_____	_____
(5)	a. Additional Instructional Assistant - Individual (must be authorized on IEP)	\$80.00	6/30/16
	b. Additional Instructional Assistant – Group of 2	_____	_____
	c. Additional Instructional Assistant – Group of 3	_____	_____
(6)	Intensive Special Education Instruction**	_____	_____
(7)	a. Occupational Therapy – Individual	_____	_____
	b. Occupational Therapy – Group of 2	_____	_____
	c. Occupational Therapy – Group of 3	_____	_____
	d. Occupational Therapy – Group of 4 - 7	_____	_____
	e. Occupational Therapy - Consultation Rate	_____	_____
(9)	Physical Therapy	_____	_____
(10)	a. Behavior Intervention – BII	_____	_____
	b. Behavior Intervention – BID	_____	_____
	Provided by:	_____	_____
(11)	Nursing Services	_____	_____

\*Parent transportation reimbursement rates are to be determined by LEA.

\*\*By credentialed Special Education Teacher.



SACRAMENTO COUNTY  
SELPA

*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

*2015–2016*

# MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

District CENTER JOINT UNIFIED

Contract Year 2015-2016

           Nonpublic School  
  X   Nonpublic Agency

## Type of Contract:

  X   Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

           Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

           Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the District. Expiration Date:                     

***When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.***

**DISTRICT MASTER CONTRACT  
GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL/AGENCY SERVICES  
2015-2016**

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**DISTRICT MASTER CONTRACT  
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NONPUBLIC SCHOOL/AGENCY SERVICES  
2015-2016**

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LEA: CENTER JOINT UNIFIED

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NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:  
MED TRANS MEDICAL/LEGAL AMBULATORY TRANSPORTATION  
**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
**MASTER CONTRACT**

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract is entered into on July 1, 2015, between the **MED TRANS MEDICAL/LEGAL AMBULATORY TRANSPORTATION** (hereinafter referred to as the local educational agency "LEA" or "District") and **CENTER JOINT UNIFIED SCHOOL DISTRICT** (nonpublic, nonsectarian school or agency, hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR, an Individual Services Agreement (hereinafter referred to as "ISA"), along with a Nonpublic Services Student Enrollment form. CONTRACTOR shall work with LEA to complete and return these forms to LEA prior to initiating any services for any student.

Unless otherwise agreed in writing, the ISA and the Nonpublic Services Student Enrollment form shall acknowledge CONTRACTOR'S obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of an LEA student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR. As available and appropriate, LEA shall make available access to any electronic IEP system and/or electronic database for ISA development, including invoicing.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent, or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by LEA student's parent.

**2. CERTIFICATION AND LICENSES**

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.* and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR'S nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Master Contract is executed by

CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on the applicable CDE certification. Total LEA student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the state of California, a CONTRACTOR that operates a program outside of this state shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this state, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR'S certification, failure to notify LEA and CDE of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and shall also be good cause for the suspension or termination of this Master Contract by LEA.

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless CONTRACTOR and LEA specifically agree, in writing, that a policy or policies, or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 15 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR'S failure to comply with applicable LEA policies (e.g., those policies relating to the provision of special education and/or related services, facilities for individuals with exceptional needs, LEA student enrollment and transfer, LEA student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract, and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

### **4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2015 to June 30, 2016 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2015. (Title 5 California Code of Regulations section 3062(d).) In the event a Master Contract is not renegotiated by June 30<sup>th</sup>, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR'S ownership or authorized representative shall be

provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

## **5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

This Master Contract includes LEA Procedures and each Individual Services Agreement which are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, LEA may modify LEA procedures from time to time without the consent of CONTRACTOR.

CONTRACTOR shall provide LEA with all information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. LEA may require additional information as applicable. If the application packet is not completed and returned to LEA, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2).) In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the discretion of LEA.

## **6. INDIVIDUAL SERVICES AGREEMENT**

This Master Contract shall include an ISA developed for each LEA student for whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled with the approval of LEA pursuant to Education Code section 56366(a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students.

Any and all changes to a LEA student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to LEA student's IEP. At any time during the term of this Master Contract, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and LEA agree otherwise in the ISA. (California Education Code section 56366(a)(5) and Title 5 of the California Code of Regulations section 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to an LEA student as a result of lack of provision of services while the student was served by the nonpublic school or agency.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees

otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2).

## **7. DEFINITIONS**

The following definitions shall apply for purposes of this contract:

- a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.
- b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood that a representative of the Special Education Local Plan Area (SELPA) of which LEA is a member is an authorized LEA representative in collaboration with LEA. LEA maintains sole responsibility for the Master Contract, unless otherwise specified in the Master Contract.
- c. The term "credential" means a valid credential, life diploma, permit, or document in special education or Pupil Personnel Services issued by, or under the jurisdiction of, the California State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. As defined in Title 5 of the California Code of Regulations section 3001(r), the term "qualified" means that a person has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services (which can include but is not limited to those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 (qualifications of "highly qualified teacher") and 200.58 (qualifications of paraprofessionals), and those requirements set forth in Title 5 of the California Code of Regulations sections 3064 (staff qualifications for special education instruction) and 3065 (staff qualifications for related services), and Education Code section 56366.1(n)(1)), or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code and the scope of practice as defined by the licensing or credentialing body. Nothing in this definition shall be construed as restricting the activities or services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations.
- e. The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. This includes, but is not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- f. "Parent" means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to



act as the child's parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Title 34 of the Code of Federal Regulations sections 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Agreement" and may be referred to as such in this document.

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

All notices provided for by this Master Contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

### **9. MAINTENANCE OF RECORDS**

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to pupil records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; chart notes, Medi-Cal logs, daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided by instructional assistants, behavior intervention aides, bus aides and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held; business licenses held; documents evidencing other staff qualifications including social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; statements of income and expenses; general journals; cash receipts and disbursement books, general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR'S employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from LEA student's record. Such log needs to record access to LEA student's records by: (a) LEA student's parent; (b) an individual to whom written consent has been executed by LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward all records within ten (10) business days to LEA. These shall include, but not be limited to, current transcripts, IEP/IFSPs, and reports. LEA shall have access to and receive copies of any and all documents required to be maintained by CONTRACTOR within five (5) business days of a request.

**10. SEVERABILITY CLAUSE**

If any provision of this Master Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Master Contract shall be severable and remain in effect.

**11. SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR'S successors and assignees. CONTRACTOR shall notify LEA, in writing, of any change of ownership or corporate control within ten (10) business days of such change.

**12. VENUE AND GOVERNING LAW**

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in the County where LEA is located.

**13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES**

This Master Contract may be modified or amended by LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. LEA shall provide thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

**14. TERMINATION**

This Master Contract or an Individual Service Agreement may be terminated for cause. Cause shall include but not be limited to non-maintenance of current nonpublic school certification, failure of either LEA or the CONTRACTOR to maintain the standards required under the Master Contract and/or Individual Services Agreement, or other material breach of the contract by CONTRACTOR or LEA. For purposes of Non Public School placement, the cause shall not be the availability of a public class initiated during the period of the Master Contract or ISA unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the Master Contract, either party shall give twenty (20) days prior written notice to the other party pursuant to California Education Code section 56366(a)(4), or immediately if the CONTRACTOR and LEA mutually agree that there are significant health or safety concerns. At the time of termination, CONTRACTOR shall provide to LEA any and all documents

CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract. CONTRACTOR or LEA may also terminate an individual ISA for cause, without terminating the Master Contract in its entirety. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

## 15. INDEMNIFICATION AND HOLD HARMLESS

Except with respect to claims arising from a Party's separate negligence or willful acts, which shall remain that Party's personal obligation, each Party agrees to defend, indemnify and hold harmless the other Party and its directors, officers, and employees with respect to a claim arising from the Party's actual or alleged act, failure to act, error, or omission in the performance of their obligations under this Agreement or any governing law or regulations.

## 16. INSURANCE

LEA and CONTRACTOR agree to purchase and/or maintain through the duration of this Agreement insurance or liability coverage (such as liability coverage provided by a Joint Powers Agency) ensuring their ability to meet their respective defense and indemnity obligations as set forth in this Agreement. Such insurance or liability coverage shall have a limit of liability of no less than \$1,000,000 per claim/occurrence, and \$2,000,000 in the aggregate.

### Lines of Insurance/Coverage

The insurance or liability coverage shall include, as may be reasonable and appropriate given the acts and activities contemplated by this Agreement, commercial general liability, premises liability, automobile liability (owned, non-owned, and hired), professional liability/errors and omissions, employer's liability, product liability, completed operations, and/or educator's legal liability coverages.

For the acts and activities contemplated by this Agreement, at a minimum, CONTRACTOR shall provide the following insurances/coverages:

- a. **Commercial General Liability** if the operations of CONTRACTOR involve direct and/or indirect control over or manipulation of student bodily parts, including but not limited to limbs, upper and lower extremities, neck and back, regardless of the location or premises services are provided (i.e. whether services are provided on District property, or property owned, borrowed, rented or leased by CONTRACTOR.)
  - (i) Covered property includes – if applicable according to CONTRACTOR services provided, District property and student property (e.g. wheelchairs, durable medical equipment, assistive technology devices.)
- b. **Professional Liability or Errors and Omissions Liability** since all CONTRACTORS are providing professional or specialized services.
  - (i) Including molestation and abuse, by endorsement if not already in manuscript form.
- c. **Commercial Automobile Liability** if CONTRACTOR is going to operate a vehicle on District property or transport students in any capacity.<sup>1</sup>

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<sup>1</sup> Conditions for coverage regarding transportation of students:

Unless authorized by written agreement including the parent, CONTRACTOR is not to transport students.

If students need transportation to/from the CONTRACTOR'S premises where services are provided, or any other location involving CONTRACTOR'S services, transportation of the student is to be provided by District transportation.

- (i) Limits of liability shall include a minimum of \$1,000,000 combined single unit.
- d. **Premises Liability** (if not included in General Liability) if services are provided on property owned, rented, leased or controlled by CONTRACTOR.
- e. **Educator's Legal Liability** (if not covered under Professional or Errors and Omissions Liabilities), if services include, within LEA's standards, the development and delivery of curriculum.

**Additional Insured Endorsement:**

To the full extent of the Parties' respective indemnity obligations, including the minimum limit of liability set forth above, the Parties' insurance or liability coverage agreements shall also be endorsed to extend "additional insured" or "additional covered party" status to all proposed indemnitees.

**Primary Insurance/Coverage:**

In addition to the "Additional Insured Endorsement" as stated above, said insurance/coverage policies shall include or be endorsed (copy of Endorsement attached to Certificate of Insurance) to the extent that each line of insurance/coverage under this Agreement shall apply as primary, and that any other insurance/coverage maintained by the Parties shall be excess only and not contributing with the insurance/coverage afforded by the other.

**Other Insurance/Coverage:**

Each Party also represents that for the period of this Agreement they will also purchase and maintain [real or personal property insurance or coverage, as well as any] insurance or liability coverage as required by law or regulation, including workers' compensation coverage.

**Workers' Compensation Waiver of Subrogation:**

To the fullest extent permitted by law, CONTRACTOR and its directors, officers, agents, employees, volunteers and guests waive all opportunities of subrogation against LEA for any and all claims for bodily and personal injury, including employers' liability (Coverages A and B) and third party over actions against LEA and its elected and appointed officials, directors, officers, agents, employees, volunteers and guests.

**Certificate of Insurance/Coverage:**

With respect to such required coverage(s) pursuant to this Agreement, each Party shall provide evidence of such coverage(s) by way of a Certificate of Insurance or Certificate of Coverage, issued by a duly authorized representative of the insurer or coverage provider. A copy of each endorsement in order to effect the indemnity obligations of this contract shall be attached to said Certificate, and such Certificate shall not be valid without said endorsement(s).

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If under specified circumstances, and District transportation is not available, transportation of the student is not authorized without parental completion of a *Student Alternate Transportation Form*. Completion of this form is required even if the parent is to transport the student where otherwise District transportation would have been provided in order to receive contracted services.

Any driver (including parents) while on District business must submit prior to commencement of services, a completed and accepted *Employee and Volunteer Personal Automobile Use Form*. This form is to be completed if the transportation of students is for services under this Agreement.

**Survivability:**

The Parties' indemnity and coverage obligations shall survive the termination of this Agreement with respect to any claim arising from the Parties' actual or alleged performance or non-performance of their respective rights, privileges, or obligations existing under this Agreement.

**Joint Interests:**

For the duration of this Agreement, with respect to the fulfillment of each Parties' obligations pursuant to this Agreement, each Party agrees to provide the other's designee (e.g. Risk Management Department) with notification of bodily injury, personal injury or loss of property to each Parties' officials, employees, agents, volunteers, guests and third parties, within 5 calendar days of the date of occurrence of such loss, but no later than 5 calendar days of the date of the Party's knowledge of the loss.

In the event of such loss, the Parties agree to take all steps reasonable or necessary to cooperate in investigating the occurrence of each loss, and in resolving or mitigating losses with the affected or third party.

In the event of a claim covered by these provisions, the Parties agree to take all steps reasonable or necessary to cooperate in defending and protecting their joint interests, including efforts to reduce defense costs (through joint representation whenever possible), expenses and potential liability exposures.

**Injury and Illness Prevention:**

Each Party also represents that for the period of this Agreement, they will maintain and enforce an Injury and Illness Prevention Program as required by law or regulation, including all required standards and requirements under such law/regulation (e.g. blood borne pathogen, ergonomic, reporting of serious injury/illness), and agree to take all steps reasonable or necessary to cooperate in ensuring compliance. Documentation or recordkeeping to the same will be made available to the other Party upon request.

**17. INDEPENDENT CONTRACTOR**

Nothing herein contained shall be construed to imply a joint venture, partnership or principal-agent relationship between LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the Parties or any affiliates of the Parties, or between LEA and any individual assigned by CONTRACTOR to perform any services for LEA.

If LEA is held to be a partner, joint venturer, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by LEA as a result of that holding.

**18. SUBCONTRACTING**

CONTRACTOR shall not enter into any subcontracting relationship without first obtaining final written approval of LEA. Should CONTRACTOR wish to subcontract for special education and/or related services pursuant to this Master Contract, it must provide written notification to LEA before any subcontracting arrangement is made. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR'S original request and CONTRACTOR shall not subcontract for said services.

Should LEA approve in concept, of CONTRACTOR subcontracting for services, CONTRACTOR shall submit to LEA for approval the proposed subcontract. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent possible. Furthermore, when CONTRACTOR creates subcontracts for the provision of special education and/or related services (including without limitation, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain indemnification and insurance requirements which comply with the provisions of Sections 15 and 16 of this Master Contract, for the duration of the term of each subcontract. If a proposed subcontract is approved by LEA, each subcontractor must furnish LEA with original endorsements and certificates of insurance effective coverage required by Section 16 of this Master Contract. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Unless otherwise agreed to by LEA, the endorsements are to be on forms provided by the LEA. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured. All endorsements are to be received and approved by LEA before the subcontractor's work commences. In addition, all sub-contractors must meet the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Master Contract. No subcontract shall be considered final without LEA approval.

#### **19. CONFLICTS OF INTEREST**

CONTRACTOR shall provide to LEA a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid and disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education Code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR'S facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e. before or after LEA student is enrolled in CONTRACTOR'S school/agency) or whether an assessment of LEA student is performed or a report is prepared in the normal course of the services provided to LEA student by CONTRACTOR. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, LEA may, in its discretion, not fund services through the evaluator whose IEE LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a nonpublic agency, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who was an employee of LEA within three hundred and sixty five (365) days prior to executing this Master Contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from LEA through due process proceedings.

## **20. NON-DISCRIMINATION**

CONTRACTOR shall not unlawfully discriminate on the basis of race, gender, ethnic groups, identification, ancestry, religion, sex, national origin, age, sexual orientation, or mental or physical disability or on the basis of a person's association with a person or groups with one or more of these actual or perceived characteristics, or any other classification provided by federal or state law, in employment or operation of its programs.

## **EDUCATIONAL PROGRAM**

### **21. FREE AND APPROPRIATE PUBLIC EDUCATION**

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with LEA student's IEP and as specified in the ISA. If CONTRACTOR is a nonpublic school, CONTRACTOR shall not accept a LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If a LEA student's services are provided by a third party (i.e. a related services provider) CONTRACTOR shall notify LEA, in writing, if the provision of services ceases.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in LEA student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of LEA student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall ensure that facilities are adequate to provide all LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for LEA student to receive a free appropriate public education after: (a) written notification to LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by LEA of the written notification and a written acknowledgment signed by LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for an LEA student to receive a free appropriate public education shall not interfere with LEA student's receipt of special education and/or related services as specified in LEA student's IEP and ISA unless LEA and CONTRACTOR agree otherwise in writing.

### **22. GENERAL PROGRAM OF INSTRUCTION**

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.* and shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR'S general program of instruction shall: (a) utilize evidence-based practices and predictors and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in LEA

student's IEP and ISA. LEA students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school; (b) college preparation courses; (c) extracurricular activities such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. When appropriate, CONTRACTOR shall utilize the designated curriculum guidelines for students with moderate to severe disabilities who participate in the State's alternative assessment. These students shall have access to the core content, activities, and instructional materials delineated within these curriculum guidelines. CONTRACTOR'S general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of LEA's graduation requirements, including, but not limited to, passing the California High School Exit Exam (CAHSEE) if applicable, or meeting CAHSEE exception/waiver requirements per state guidelines.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR'S general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines/certifications and any state licensing requirements and shall be provided as specified in LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention Services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a contractor that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver has a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI contractors shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult care giver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention Services must have a trained Behavior Intervention Case Manager (BICM) or trained equivalent on staff. It is understood that Behavior Intervention Services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services unless LEA and CONTRACTOR agree otherwise in writing.

## **23. INSTRUCTIONAL MINUTES**

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level, attending LEA schools and shall be specified in LEA student's ISA developed in accordance with LEA student's IEP.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade levels unless otherwise specified in LEA student's IEP and ISA.



When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in LEA student's ISA developed in accordance with LEA student's IEP.

#### **24. CLASS SIZE**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students unless CONTRACTOR and LEA agree otherwise, in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both Parties. This provision does not apply to a nonpublic agency.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 *et seq.*

#### **25. CALENDARS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to LEA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and shall not exceed the number of days on LEA's approved calendar and/or required by the IEP (developed by LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of LEA. Nothing in this Master Contract shall be interpreted to require LEA to accept any requests for calendar changes. In the event LEA adjusts the number of school days for the regular school year and/or extended school year, the approved number of days shall become the total billable days for the nonpublic school or agency. In such a case, an amended calendar shall be provided by CONTRACTOR for LEA approval.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe only the same legal holidays as LEA. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to LEA-developed/approved calendar; or as specified in LEA student's IEP and ISA. Unless otherwise specified in LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that LEA student's school of attendance is in session and LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on LEA calendar unless CONTRACTOR and LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

## **26. DATA REPORTING**

CONTRACTOR shall agree to provide to LEA, all data (including billing information) related to students who are served by the CONTRACTOR. CONTRACTOR agrees to provide all data related to or referenced in any and all sections of this Master Contract if requested by LEA. CONTRACTOR agrees to provide all requested information in the format required by LEA. It is understood that all nonpublic schools and nonpublic agencies shall utilize the Special Education Information System (SEIS) or comparable program/system approved by LEA/SELPA for all IEP development and progress reporting. Additional progress reporting may be required by LEA. LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access so that this information may be compiled.

LEA shall provide CONTRACTOR with approved forms and/or format for such data including but not limited to invoicing, attendance reports and progress reports. LEA may approve use of CONTRACTOR-provided forms at their discretion.

## **27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options (and/or dual enrollment options if available and appropriate) for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services and goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist LEA in implementing the IEP team's recommendations and/or activities to support the transition.

## **28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION**

When CONTRACTOR is a nonpublic school, per implementation of Assembly Bill 484, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress ("CAASP"), Desired Results Developmental Profile ("DRDP"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, California English Language Development Test ("CELDT"), and the California High School Exit Examination, as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

## **29. MANDATED ATTENDANCE AT LEA MEETINGS**

CONTRACTOR shall attend LEA mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, standardized testing, and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

## **30. POSITIVE BEHAVIOR INTERVENTIONS**

CONTRACTOR shall comply with all requirements of Education Code section 56521.1 and 56521.2 regarding positive behavior interventions. Failure to do so shall constitute sufficient cause for contract termination.

LEA students who exhibit serious behavioral challenges must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the individualized education program ("IEP") team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan (BIP), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy consistent with California Education Code section 56521.1 regarding emergency interventions and Behavioral Emergency Reports ("BERs"). Evidence of such training shall be submitted to the LEA at the beginning of the school year and within 6 days of any new hire. CONTRACTOR shall also ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. Training includes certification with an approved SELPA crisis intervention program.

Pursuant to Education Code section 56521.1 emergency interventions shall not be used as a substitute for a BIP, and instead may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the LEA student, or others. Before emergency interventions may be applied, the behavior must be of the kind that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. Emergency interventions shall not be employed longer than necessary to contain the behavior. If a situation requires prolonged use of an emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

To prevent emergency interventions from being used in lieu of planned, systematic behavioral interventions, the parent, guardian, and residential care provider, if appropriate, shall be notified if an emergency intervention is used or serious property damage occurs. CONTRACTOR shall immediately complete and maintain in the file of LEA student, a BER which shall include all of the following: (1) The name and age of the individual with exceptional needs; (2) The setting and location of the incident; (3) The

name of the staff or other persons involved; (4) A description of the incident and the emergency intervention used, and whether the LEA student is currently engaged in any systematic behavioral intervention plan; and (5) Details of any injuries sustained by LEA student or others, including staff, as a result of the incident. The BER shall be submitted to LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall also notify Parent within twenty-four (24) hours via telephone.

Consistent with the requirements of California Education Code section 56521.1(g), if a BER is written regarding an LEA student who does not have a behavior intervention plan, the designated responsible administrator shall, within two days, schedule an IEP Team meeting to review the emergency report, to determine the necessity for a functional behavioral assessment, and to determine the necessity for an interim plan. The IEP Team shall document the reasons for not conducting the functional behavioral assessment, not developing an interim plan, or both. Consistent with the requirements of California Education Code section 56521.1(h), if a behavioral emergency report is written regarding an LEA student who has a positive behavioral intervention plan, an incident involving a previously unseen serious behavior problem, or where a previously designed intervention is ineffective, shall be referred to the IEP team to review and determine if the incident constitutes a need to modify the positive behavioral intervention plan.

CONTRACTOR shall not utilize, authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to cause physical pain; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to LEA student's face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a limited emergency intervention by CONTRACTOR'S trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion, unless it is in a facility otherwise licensed or permitted by State law to use a locked room; (g) an intervention that precludes adequate supervision of the individual; or (h) an intervention that deprives the individual of one or more of his or her senses.

### **31. STUDENT DISCIPLINE**

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall submit a written discipline report within 24 hours to LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10<sup>th</sup>) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

### **32. IEP TEAM MEETINGS**

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school and/or by the nonpublic agency; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366(a)(2)(B)(i) and (ii) and pursuant to California Education Code section 56345(b)(4).) If an LEA student is to be transferred from a nonpublic school setting into a regular class

setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP Team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and LEA. CONTRACTOR shall provide to LEA, at no cost and prior to an annual or triennial IEP Team meeting, documentation which shows progress on goals and any and all assessments and written assessment reports (including testing protocols) created by CONTRACTOR and any of its agents or subcontractors, upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the Special Education Information System (SEIS) or other comparable program/system as designated by LEA at LEA's discretion, for all IEP planning and progress reporting. LEA or SELPA shall provide training for any nonpublic school and nonpublic agency to assure access to SEIS or the comparable program/system designated for use by LEA. The nonpublic school and/or nonpublic agency shall maintain confidentiality of all IEP data on SEIS or comparable program/system and shall protect the password requirements of the system. When a student disenrolls from the nonpublic school or stops receiving services from the nonpublic agency, such CONTRACTOR shall discontinue use of SEIS and/or comparable program/system for that student.

Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purpose of considering a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise, or unless an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH.

### **33. SURROGATE PARENTS**

CONTRACTOR shall comply with all LEA surrogate parent assignments.

### **34. DUE PROCESS PROCEEDINGS**

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office for Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include but in no way be limited to cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR'S program and/or the implementation of a particular student's IEP/ISP.

### **35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination

policies pursuant to Title 5 of the California Code of Regulations section 4960(a); (3) Sexual Harassment Policies pursuant to California Education Code 231.5 (a), (b) and (c); (4) Title IX Student Grievance Procedures pursuant to Title 34 of the Code of Federal Regulations sections 106.8(a) and 106.9(a); (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPPA); and (6) Notification and Complaint Procedures for Disability Access, pursuant to 42 U.S.C. §§ 12101 *et seq.*, Title 34 of the Code of Federal Regulations section 104. CONTRACTOR shall include verification of these procedures to LEA.

### **36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents, with a concurrent copy sent to LEA, at least four written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR'S place of business.

CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, chart notes, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support and/or intervention plans. LEA may request copies of such data at any time within five years of the date of service. CONTRACTOR agrees to maintain the information for at least five years and also shall provide this data supporting progress within 5 business days of request.

CONTRACTOR shall complete academic or other assessment of LEA student one month prior to LEA student's annual or triennial review IEP team meeting for the purpose of reporting LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. Sufficient copies of reports, projected goals and/or any other relevant documents to be reviewed by the IEP Team shall be provided to the District no later than five (5) business days prior to an annual or triennial IEP team meeting. CONTRACTOR shall maintain all supporting documentation including but not limited to test protocols and data collection, which shall be made available to LEA within 5 business days of request.

CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and the development of present levels of performance. All other assessments shall be provided by LEA unless LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Such assessment costs may be added to the ISA and/or approved separately by LEA at LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For nonpublic agency services, supervision provided by a qualified individual as specified in Title 5 of the California Code of Regulations section 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge LEA student's parent(s) or LEA for the development or provision of progress reports, report cards, and/or any assessments, interviews, or attendance at any meetings, including but not limited to IEP meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to LEA upon written request.

### **37. TRANSCRIPTS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine through twelve inclusive. CONTRACTOR shall submit all transcripts on LEA approved forms to LEA student's school of residence,

for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to LEA names of LEA students and their schools of residence for whom transcripts have been submitted as specified by LEA.

**38. LEA STUDENT CHANGE OF RESIDENCE**

Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of LEA student's change of residence. Within five (5) school days after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify LEA, in writing, of LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of LEA student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after LEA student's change of residence.

**39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report, by telephone, with a follow-up written notification within five (5) business days to LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call on LEA approved forms and submit to LEA and the Department of Education, if required, within five (5) business days of the withdrawal, including a student's change in residence to a residence outside of LEA service boundaries, and the student's discharge against professional advice from a Nonpublic School/Residential Treatment Center (NPS/RTC). CONTRACTOR shall assist LEA to verify and clear potential dropouts three times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress (AYP).

**40. PARENT ACCESS**

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and LEA student's living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR, if operating a program with a residential component, shall ensure that parents obtain prior written authorization for therapeutic visits from both the CONTRACTOR and LEA.

CONTRACTORS providing services in the student's home as specified in the IEP shall assure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

For services provided in a pupil's home as specified in the IEP, CONTRACTORS must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written, shall also be provided to the LEA.

CONTRACTORS operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR

and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA.

#### **41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT**

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with Penal Code section 627.1 *et seq.*, as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

For services provided on a public school campus, sign in/out procedures shall be followed along with all procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the educational program and all nonpublic agency service providers shall work collaboratively with the classroom teacher who shall remain in charge of the instructional program.

It is understood that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the Master Contract.

CONTRACTORS providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to LEA.

CONTRACTOR, if providing services in a student's home as specified in the IEP, shall assure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present during the provision of services. The names of any adult caregiver other than the parent shall be provided to LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot be an employee or volunteer associated with the nonpublic school/nonpublic agency service provider. All problems and/or concerns reported to parents, both verbal and written, shall also be provided to LEA.

#### **42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS**

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366(a)(2)(C) and 56366.9, Health and Safety Code section 1501.1(b), (AB1858, AB490 (Chapter 862, Statutes of 2003)) and the procedures set forth in LEA Procedures. A LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment and 2) the educational placement and services specified in each student's IEP at the time of enrollment.



If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1411 *et seq.* and Education Code section 56000, *et seq.*; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Title 5, California Code of Regulations section 3001 *et seq.*, Title 2, California Code of Regulations section 60100 *et seq.* regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in LEA student's IEPs.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by LEA student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

#### **43. STATE MEAL MANDATE**

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

#### **44. MONITORING**

CONTRACTOR shall allow representatives from LEA access to its facilities for the purpose of periodic monitoring of each LEA student's instructional program, and shall be invited to participate in the formal review of each student's progress. LEA representatives shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR'S site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also a LCI and/or NPS/RTC, LEA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall fully participate in any LEA and CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by LEA. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card in accordance with California Education Code Section 33126.

## **PERSONNEL**

### **45. CLEARANCE REQUIREMENTS**

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for all of CONTRACTOR'S employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR'S employees and volunteers shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to LEA that none of its employees, volunteers, or subcontractors who will have, or likely may have any direct contact with LEA students, have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

The passage of AB 389 amends Education Code sections 44237 and 56366.1 as to the verification that the CONTRACTOR has received a successful criminal background check clearance and has enrolled in subsequent arrest notice service, as specified, **for each owner, operator, and employee of the nonpublic, nonsectarian school or agency**. Further this bill deletes the exemption for applicants possessing a valid California state teaching credential or who are currently licensed by another state agency that requires a criminal record summary, from submitting 2 sets of fingerprints for the purpose of obtaining a criminal record summary from the Department of Justice and the Federal Bureau of Investigation. Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notice service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service as required by California Penal Code section 11105.2 for all staff shall be provided upon request.

### **46. STAFF QUALIFICATIONS**

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or to provide related services are qualified as defined in Section 7(d) of this Mater Contract, including but not limited to holding a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with Education Code section 56366.1(n)(1); are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58; and are qualified consistent with Title 5 of the California Code of Regulations, sections 3064 and 3065, as applicable. Qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that each special education teacher meets the Highly Qualified Teacher requirements and holds a full and valid non-expired CTC credential authorizing instruction to students with the disabling conditions placed in the teacher's classroom through documentation provided to the CDE (5 CCR 3064(a)).

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff who hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma and at least one of the following qualifications: (a) completed at least 2 years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State and serving an LEA student shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

#### **47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the California Commission on Teacher Credentialing or other licensing authority. CONTRACTOR shall notify LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students as specified in LEA Procedures. Within thirty (30) days, CONTRACTOR shall provide LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within thirty (30) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period during which such person is providing services under this Master Contract. Failure to notify LEA of changes in licenses, certifications or suspensions shall be good cause for termination of this Master Contract by LEA.

Failure to notify LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and shall also suffice as good cause for the suspension or termination of this Master Contract by LEA.

**48. STAFF ABSENCE**

When CONTRACTOR is a nonpublic school and CONTRACTOR'S classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage on LEA substitute teacher log. Substitute teachers shall remain with their assigned class during all instructional time. LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR'S service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section seven (7) of this Master Contract and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR'S service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for his/her student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and an authorized LEA representative.

**49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME**

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or nonpublic agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this Master Contract.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the instructional program, and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program. Failure to comply with this and all LEA requirements in this regard shall be sufficient cause to terminate this Master Contract.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or an LEA-approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to LEA. It is understood that unless otherwise agreed to by LEA, a public school credentialed teacher is responsible for the instructional program and all nonpublic agency related service providers shall work collaboratively with the teacher who shall remain in charge of supervising the instructional program.

**HEALTH AND SAFETY MANDATES**

**50. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR

shall comply with the requirements of California Education Code sections 35021 et seq., and 49406, and Health and Safety Code section 121545 regarding the examination of CONTRACTOR'S employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, Title 29 of the Code of Federal Regulations section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

## **51. FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 of the California Code of Regulations section 550. During the duration of this Agreement, if CONTRACTOR is subject to fines, penalties and findings of non-compliance, CONTRACTOR shall assume any and all responsibilities for payment of such financial obligations. CONTRACTOR shall also be fully responsible for any structural changes and/or modifications to CONTRACTOR'S facilities as required to comply with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify LEA or CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by LEA.

In signing this Agreement, CONTRACTOR certifies that its facilities either comply with federal and state and local laws regarding disability access, or possesses and has available upon demand, a self-evaluation and/or transition plan in accordance with said laws.

## **52. ADMINISTRATION OF MEDICATION**

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist LEA student with the administration of such medication after LEA student's parent(s) provide(s) to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR'S employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with student's physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

In the event there is an LEA student who is on a prescription medication regimen, the CONTRACTOR is to: (a) first obtain a copy of the appropriate medication authorization form available from LEA student's primary regional or site nurse; or (b) in the event the student does not take prescription medication during the school day, but would only take such medication while in the care, custody and control of the CONTRACTOR, prior to the commencement of services to LEA student, CONTRACTOR is to obtain a signed copy of the appropriate medication authorization form from the District. Both the District and CONTRACTOR shall retain a copy of the Authorization.

**53. INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall submit within 24 hours by facsimile and by US Mail, any accident or incident report to LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

**54. CHILD ABUSE REPORTING**

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to LEA.

CONTRACTOR is to read and become familiar with the District's *Mandated Child Abuse and Neglect Reporting Manual*, available on the District's Risk Management Web Site at:  
<http://www.egusd.net/riskmanagement/Info-MandRep.html>.

In the event there is suspicion of abuse conducted by District staff (e.g. a student reports to CONTRACTOR staff of abuse from District staff), CONTRACTOR is to file the appropriate report to the Sacramento County Sheriff. CONTRACTOR is also to confidentially notify the Risk Management Department (Risk Manager) of the report. CONTRACTOR is to cooperate with any investigation conducted by the District in connection with such report.

**55. SEXUAL HARASSMENT/DISCRIMINATION**

CONTRACTOR shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR'S policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

**56. REPORTING OF MISSING CHILDREN**

CONTRACTOR assures LEA that all staff members, including volunteers and any independent contractor and/or subcontractor authorized pursuant to this Master Contract, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to LEA. The written statement shall be submitted as specified by LEA.

**FINANCIAL**

**57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every child.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing, including requirements of electronic billing, as specified by LEA

Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in LEA student's IEP and ISA which are provided on billable days of attendance. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and in compliance with LEA Procedures, and will be governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on a LEA form with signatures in the manner prescribed by LEA. Contractor will submit invoices using the format provided by LEA. At the request of LEA, invoices may require the following information: name of LEA student for whom service was provided; the type of service provided; (if payment for assessment is approved by LEA pursuant to Section 36 of this Master Contract, the invoice must describe whether the assessment was prepared for an initial, annual, amended, or triennial IEP; month of service; specific dates (date, month, year and times) of services coordinated pursuant to LEA-approved calendar unless otherwise specified in the IEP or agreed to by LEA; name of staff who provided the service and that individual's licensing and credentials; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; and verification that progress reports have been provided consistent with IEP Benchmark Dates unless otherwise specified on the ISA. In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this Master Contract. At the discretion of LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this Master Contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31<sup>st</sup> after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year unless approved by LEA to resolve billing issues including rebilling issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than 12 months from the close of the fiscal year. If the billing or rebilling error is the responsibility of LEA, then no limit is set provided that LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

## **58. RIGHT TO WITHHOLD PAYMENT**

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (b) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (c) CONTRACTOR has failed to provide supporting documentation with an invoice; (d) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (e) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR'S educational program; (f) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA with five (5) days of such confirmation; (g) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student; (h) CONTRACTOR fails to provide the required liability/insurance documentation as outlined in Section 16; or (i) CONTRACTOR has otherwise failed to perform, in whole or in part, under the terms of this Master Contract. It is understood that no payments shall be made for any invoices that are not received by six months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by LEA until completion of a review or audit, if deemed necessary by LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to LEA student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR'S written request showing good cause, LEA shall extend CONTRACTOR'S time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR'S notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after LEA's response to CONTRACTOR'S notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.



After sixty (60) business days: Disagreements between LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c)(2).

**59. PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students.

**60. PAYMENT FOR ABSENCES**

**NONPUBLIC SCHOOL STAFF ABSENCE**

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section seven (7) of this Master Contract and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student's IEP.

**NONPUBLIC SCHOOL STUDENT ABSENCE**

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of LEA student's unexcused absence, CONTRACTOR shall notify LEA of such absence as specified in LEA Procedures.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of DIS or related services for days on which a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

**NONPUBLIC AGENCY STAFF ABSENCE**

When CONTRACTOR is a nonpublic agency and CONTRACTOR'S service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section seven (7) of this Master Contract and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR'S service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

## **NONPUBLIC AGENCY STUDENT ABSENCE**

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a LEA student no later than the fifth (5th) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

### **61. INSPECTION AND AUDIT**

CONTRACTOR shall maintain and LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide LEA access to all records as defined in Section 9 of this Master Contract. CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR'S offices (to be specified by LEA), at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR'S offices for purposes of interviewing CONTRACTOR'S employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to LEA, unless LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers, written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR'S over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as result of CONTRACTOR'S over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

### **62. RATE SCHEDULE**

The attached rate schedules (Exhibits A and B) limit the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this Master Contract, shall be as stated in Exhibits A and B.

When CONTRACTOR is a nonpublic school associated with a Residential Treatment Center (NPS/RTC), Educationally Related Mental Health Services (ERMHS) are provided in an integrated, intensive, educationally related therapeutic residential setting which includes social emotional/behavior support through individual counseling, group counseling, family consultation and support, as appropriate. It is a collaborative model which includes educational professionals and related service providers, where all supports and services are integrated in the NPS/RTC program. Educationally Related Mental Health Services (ERMHS) costs are all inclusive and combined with the daily rate as ERMHS+RB (ERMHS + Room and Board). ERMHS plus Room and Board payments are based on positive attendance (payable for up to a maximum of 365 days) only, with up to a maximum of 10 days payment per student, per contract year, when a bed is unoccupied, for home visits of a therapeutic nature.

### 63. DEBARMENT CERTIFICATION

By signing this agreement, CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Has/have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The Parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1<sup>st</sup> day of July 2015 and terminates at 5:00 P.M. on June 30, 2016, unless sooner terminated as provided herein.

CONTRACTOR  
MED TRANS

Nonpublic School/Agency

By:

Signature

Date

KATHRYN MOE, PRESIDENT

LEA  
CENTER JOINT UNIFIED

By:

August 5, 2015

Signature

Date

By:

SCOTT A. LOEHR, SUPERINTENDENT

Notices to CONTRACTOR shall be addressed to:

**KATHRYN MOE, PRESIDENT**

Name and Title

**MED TRANS**

Nonpublic School/Agency/Related Service Provider  
**8303 WATT AVENUE, ANTELOPE, CA 95843**

Address

**ANTELOPE CA 95843**

City State Zip

**916-813-9114**

Phone

Fax

Moe.Kathryn@yahoo.com

Email\*

(\*Required)

Notices to LEA shall be addressed to:

**SCOTT A. LOEHR, SUPERINTENDENT**

Name and Title

**CENTER JOINT UNIFIED**

LEA

**8408 WATT AVENUE**

Address

**ANTELOPE, CA 95843**

City State Zip

**916-338-6320**

**916-338-6329**

Phone

Fax

probinson@centerusd.org

Email

**Additional LEA Notification**  
(Required if Completed)

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Name and Title

---

LEA

---

Address

---

City

State

Zip

---

Phone

Fax

---

Email

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# EXHIBIT A: RATES - NON-PUBLIC SCHOOL ONLY – 2015-2016 CONTRACT YEAR

CONTRACTOR MED TRANS CONTRACTOR NUMBER 2015/16.10 2015-2016  
 (NONPUBLIC SCHOOL) (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed \_\_\_\_\_ If blank, the number shall be as determine by CDE Certification.

**Rate Schedule.** This rate schedule limits the number of LEA students who may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students who can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed \_\_\_\_\_  
 Total LEA enrollment may not exceed \_\_\_\_\_  
 (per Master Contract Section 62)

Rate	Period
\$	

## A. Basic Education Program/Special Education Instruction Basic Education Program/Dual Enrollment

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

## B. Related Services

(1)	a. Transportation – Round Trip (NPS only, unless otherwise agreed to by LEA)	\$80.00	06/30/16
	b. Transportation – One Way (NPS only, unless otherwise agreed to by LEA)		
	c. Transportation-Dual Enrollment		
	d. Public Transportation		
	e. Parent*		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group of _____		
	c. Adapted Physical Education – Group of _____		
(4)	a. Language and Speech Therapy – Individual		
	b. Language and Speech Therapy – Group of 2		
	c. Language and Speech Therapy – Group of 3		
	d. Language and Speech Therapy – Assessment		
	e. Language and Speech - Consultation Rate		
(5)	a. Additional Instructional Assistant - Individual (must be authorized on IEP)		
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual		
	b. Occupational Therapy – Group of 2		
	c. Occupational Therapy – Group of 3		
	d. Occupational Therapy – Group of 4 - 7		
	e. Occupational Therapy - Consultation Rate		
(9)	Physical Therapy		
(10)	a. Behavior Intervention – BII		
	b. Behavior Intervention – BID		
	Provided by:		
(11)	Nursing Services		

\*Parent transportation reimbursement rates are to be determined by I.E.A.

\*\*By credentialed Special Education Teacher.

## *Center Joint Unified School District*

**AGENDA REQUEST FOR:**

<b>Dept./Site:</b>	Special Education	
<b>Date:</b>	August 19, 2015	Action Item <u>  X  </u>
<b>To:</b>	Board of Trustees	Information Item
<b>From:</b>	Scott Loehr, Superintendent	# Attached Pages
	Initials: S.L.	

**SUBJECT:** 2015/2016 Individual Services Agreements

Please ratify the following Individual Services Agreements for special education students to receive services at nonpublic schools/agencies during the 2015/16 fiscal year.

2015/16 - 1-2	Aldar Academy	\$ 33,781
2015/16 - 3-50, 171-173	American River Speech	\$ 59,665.
2015/16 - 51-146, 170	Bright Futures Therapy	\$122,796.
2015/16 -147, 166-169	C.C.H.A.T. Center	\$ 30,258
2015/16 - 148-150	Capitol Academy	\$117,084
2015/16 - 151-158	Easter Seal Society of CA	\$ 47,671
2015/16 - 159-160	Guiding Hands School	\$ 40,309
2015/16 - 161	Med Trans	\$ 6,400
2015/16 - 162-164	Placer Learning Center	\$112,596
2015/16 - 165	Point Quest Education	\$ 32,760

**RECOMMENDATION:** CJUSD Board of Trustees to ratify Master Contracts for the 2015/2016 school year.

**CONSENT AGENDA**

# Center Joint Unified School District

## AGENDA REQUEST FOR:

Dept./Site: Special Education

Date: August 19, 2015

To: Board of Trustees

From: Scott A. Loehr  
Superintendent  
Initials: S.L.

Action Item X

Information Item

# Attached Pages

**SUBJECT:** PROFESSIONAL SERVICE AGREEMENT

**CONSULTANT'S NAME:** Amy Roenspie, BCBA

**COMPANY NAME (if applicable)**

**SERVICE(S) TO BE RENDERED:** Provide Board Certified Behavior Analyst (BCBA) services to students in Center Joint Unified School District, during the 2015/2016 fiscal year.

**DATE(S) OF SERVICE:** 7/01/15 through 9/30/15

**PAYMENT PER HOUR:** \$37.00

**TOTAL AMOUNT OF CONTRACT:** \$ as needed

**FUNDING SOURCE:** 01-6500-0-5800-102-5750-1180-003-000

**RECOMMENDATION:** CJUSD Board of Trustees ratify Professional Services Agreement with: Amy Roenspie, BCBA

**CONSENT AGENDA**



Center Unified School District  
8408 Watt Avenue  
Antelope, California 95843

## PROFESSIONAL SERVICES AGREEMENT

This agreement for professional services is entered into this 4<sup>th</sup> day of July, 2015, 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: Amy Ronspie

Address: 4450 no name road, Loomis, CA 95650

Phone: (916) 626 2601 Taxpayer ID#:

\*Full description of services to be provided:

BCBA Behavior Analyst needed to support student needs.  
(Board certified)

\*Payment \$ 37.00 per hr.. 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: 7-1-15 \*Frequency of Service Dates: AS NEEDED

\*Ending Date of Service: 9-30-15

Method of Payment and Tax Reporting: (check one)

☐ Variable Payroll- W-2 Generated (requires completion of W-4 & I-9 in Personnel Dept.)

☒ Accounts Payable-1099 Generated (Requires completion of W-9 on pg. 2 of this form)

\* NOT TO EXCEED

Total amount of this contract \$ 18,000.00 Budget #

Reason service cannot be provided by a District employee:

No district personnel with a BCBA Certification.

Signature of CONTRACTOR\* [Signature]

Date:\* 7/1/15

Signature of District employee requesting service: [Signature]

Date: 7/1/15

Signature of Accounting Supervisor: \_\_\_\_\_

Date: \_\_\_\_\_

Date Board of Trustees Approved \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Authorized Contracting Official: \_\_\_\_\_

Date: \_\_\_\_\_

\*\*\*CONTRACT NOT VALID WITHOUT AUTHORIZED DISTRICT SIGNATURE\*\*\*



## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return) <b>Amy Elaine Ruenspic</b>	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification (required): <input checked="" type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) <b>4950 no name road</b>	Requester's name and address (optional)
City, state, and ZIP code <b>Loomis CA 95650</b>	
List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
Employer identification number								

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here**    Signature of U.S. person ▶ **A R**    Date ▶ **6D 7/1/15**

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

**INDEPENDENT CONTRACTOR OR EMPLOYEE?  
DISTRICT GUIDELINES**

**PART I**

**YES NO**

1. Has this category of worker already been classified an "employee" by the IRS? Refer to page 1 for individuals listed in IRS Publication SWR 40 and others identified during the IRS compliance studies in San Diego County.		✓
2. Is the individual working as an employee prescribed by the Education Code? Education Code sections 45100-45451/88000-88263 define what constitutes classified service and 44800-45060/87000-87333 define certificated service. The IRS predisposes an employer/employee relationship when state law mandates such a relationship.		✓
3. Is the individual already an employee of the district in another capacity?		✓
4. Has the individual performed substantially the same services for the district as an employee in the past? <i>Is the individual retired, returning to substitute, or train, etc.?</i>		✓
5. Are there currently employees of the district doing substantially the same services as will be required of this individual?		✓
6. Does the district have the legal right to control the method of performance by this individual? <i>Consider whether the district has to train this individual or give instruction as to when, where, how, and in what order to work. Does the district require the individual to submit reports or perform the services at a district site? These factors would indicate the district maintains control sufficient for an employer/employee relationship. However, it is <u>not necessary</u> that the district <u>exercise</u> this right or have the expertise required to do so. In many cases this would not be practical nor advisable.</i>		✓
7. Are the services, as being provided, an integral part of school operations? Are the services being provided necessary to the operation of the school, program, project, etc.? This indicates the district has an interest in the method of performance and implies the maintenance of legal control.		✓

If the answer to any of the above questions is "YES",

**STOP HERE**

Do not complete the rest of the questions. The individual is the district employee and must be paid and reported accordingly.

If all of the above are "NO", continue...

**PART II**

**YES NO**

8. Must the required service be performed by this individual? <i>Consider whether or not the individual may designate someone else to do the work without the district's knowledge or approval</i>		✓
9. Does the district have a continuing relationship with this individual? <i>Is this a "one shot deal" or will the district continue to use this individual in the future? This could be on an infrequent or irregular basis but a continuous relationship exists.</i>		✓
10. Can this relationship be terminated without the consent of <u>both</u> parties?		✓

If the answer to questions 8, 9, or 10 is "YES", there is a good possibility that an employment relationship exists. Questions 8 & 9 are indicators of district control that, in conjunction with other factors, imply an employment relationship. Go back to PART I and re-evaluate each question. If questions 1-7 are still all "NO", continue...

## PART II - continued

YES NO

<p>11. Does the individual operate an <u>independent</u> trade or business that is available to the general public?</p> <p><i>A determining factor in judging independence is the performance of services to the general public. In evaluating this criteria, school districts are considered to be separate entities. Keep in mind: if the district is utilizing this individual's services on a full-time basis, the individual is <u>not</u> available to the general public. NOTE: Possession of a business license or incorporation does <u>not</u> automatically satisfy this requirement. The determination <u>must</u> be made on the actual <u>relationship</u> between the district and the individual performing services.</i></p>	✓	
<p>12. Does the individual have a substantial investment in his/her business, i.e. maintains a facility, equipment, etc.?</p> <p><i>This is indicative of economic risk inherent in business enterprises. An independent contractor must be able to make a profit or sustain a loss.</i></p>	✓	

If either 11 or 12 are "NO", the individual is a district employee

**STOP HERE**

and process the individual through payroll.

If 11 and 12 are both "YES", continue

YES NO

<p>13. Does the individual provide all materials and support services necessary for the performance of this service?</p> <p><i>The district should not be providing office space, clerical, secretarial, or any other support for this individual such as materials, xeroxing, printing, office supplies, etc. Any necessary assistants would be hired by the individual.</i></p>	✓	
<p>14. Is this paid by the job or on a commission?</p>	✓	
<p>15. Does the individual bear the cost of any travel and business expenses incurred to perform this service?</p> <p><i>Generally, these types of expenses are paid by an employer, however, some contracts provide for payment of airfare, mileage, etc. for consultants.</i></p>	✓	

If 11 and 12 are "YES", 13 through 15 should also be "YES" and are items that should be written into the consultant contract. This individual is an independent contractor. A "YES" on questions 13 through 15 supports the district's conclusion and substantiates a "reasonable basis" for treatment as an independent contractor. While there are circumstances where the district might pay contractually provided expenses, these should be kept at a minimum to avoid giving the impression of an employment relationship.

## Center Joint Unified School District

### AGENDA REQUEST FOR:

Dept./Site: Student Services

Date: August 19, 2015

Action Item   X  

To: Board of Trustees

Information Item

From: David Grimes

Director of Personnel & Student Services

# Attached Pages

Initials:   DG  

**SUBJECT:** Center JUSD Employees Certified for Expulsion Hearings

Each year the Board must certify which district employees may serve as panel chair/members on expulsion hearings. Below are the employees that will be serving in this capacity.

Mike Jordan  
Sara Wetteland  
Shirley McNichols  
Joyce Frisch  
Chris Borasi  
Doug Hughey  
David French  
Steve Jackson  
Kathy Lord  
Kris Schmieder  
Patty Spore  
Tracie Daubenmire  
David DeArcos  
Craig Deason  
Tami JBeily  
Becky Lawson  
Scott Loehr  
Jason Farrel  
Jill Warriner  
Julie Opfer  
Allison Kent

**RECOMMENDATION:** Please approve the list of employees that will be serving as expulsion panel members during the 2015/16 school year.

CONSENT AGENDA

# Center Joint Unified School District

**AGENDA REQUEST FOR:**

**Dept./Site:** Student Services

**Date:** August 19, 2015

**Action Item**   X  

**To:** Board of Trustees

**Information Item**

**From:** David Grimes  
Director of Student Services/Personnel

**# Attached Pages**

**SUBJECT:** 2015/2016 Contract with Dr. Robert A. Hoffman O.D. MCT Vision Screening

Please approve the attached contract for MCT Vision screening services for students enrolled in Center Joint Unified School District.

Contractor or his agents agree to test up to approximately, but not limited to, Three Hundred (300) students per day. For these services, contractor shall be paid Three Dollars per student and not less than Four Hundred and Fifty dollars (\$450) Dollars per day, whichever is greater.

**RECOMMENDATION:** CJUSD Board of Trustees to approve 2015/2016 school year contract with Dr. Robert A Hoffman O.D., MCT

**CONSENT AGENDA**



DR. ROBERT A. HOFFMAN  
DR. LIANNE C. INOUE  
Optometrists

RECEIVED  
4/1/15 pm

2390 E. Bidwell Street, Suite 400  
Folsom, CA 95630

916.983.6211  
Fax 916.983.6608  
www.eyefinity.com/folsomeye

### MCT Vision Screening Contract 2015-2016

Contractor or his agents shall provide Modified Clinical Technique Vision Screening Services for children enrolled in Center Unified School District.

The specific days for testing are to be mutually agreed upon by contractor and School District. The School District shall designate which children are to be tested as well as the school site(s) where testing is to occur.

Contractor or his agents agree to test up to approximately Three Hundred ( 300) students per day. For these services contractor shall be paid Three Dollars per student and not less than four hundred and fifty dollars per day, whichever is greater.

Contractor must be notified at least ten (10) days prior to the cancellation of any screening day by the School District in order to avoid being charged for that testing day.

Payment for services is due thirty days after the final day of testing.

County(District) Office of Education

Contractor

By: \_\_\_\_\_

By: \_\_\_\_\_

Robert A. Hoffman O. D.

Tax ID 68-0201477

Date \_\_\_\_\_

Date 1/1/15

# *Center Joint Unified School District*

**AGENDA REQUEST FOR:**

**Dept./Site:** Curriculum & Instruction

**Date:** August 19, 2015

**Action Item**

**To:** Board of Trustees

**Information Item** X

**From:** Tami JBeily,  
Coordinator of State & Federal Programs

**# Attached Pages** 5

**Administrator's Initials:** JB

**SUBJECT: Consolidated Application**

**Please approve the 2015-16 Consolidated Application**

**CONSENT AGENDA**

**2015-16 Certification of Assurances**

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <http://www.cde.ca.gov/fg/aa/co/ca15asstoc.asp>

**CDE Program Contact:**

Joy Paull, [jpaull@cde.ca.gov](mailto:jpaull@cde.ca.gov), 916-319-0297

**LEA Plan**

An LEA that receives Title III funds, or any LEA that receives Title I funds and is in Program Improvement corrective action must certify that its LEA Plan, including any Addenda to the Plan, is current and provide the local online web address for their LEA Plan. An LEA that receives Title III funds and is in Title III Improvement status must post their Improvement Plan in the California Accountability and Improvement System (CAIS) at <http://www.cde.ca.gov/ta/ac/ca/>.

State Board of Education approval date	7/11/2003
LEA Plan Web page  (format <a href="http://SomeWebsiteName.xxx">http://SomeWebsiteName.xxx</a> )	<a href="http://www.centerusd.org/cms/page_view?d=x&amp;piid=&amp;vpid=1433236944832">http://www.centerusd.org/cms/page_view? d=x&amp;piid=&amp;vpid=1433236944832</a>

**Consolidated Application Certification Statement**

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to have the use of these funds reviewed and/or audited according to the standards and criteria set forth in the California Department of Education's Categorical Program Monitoring (CPM) Manual. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this page are on file.

Authorized Representative's Full Name	Scott A. Loehr
Authorized Representative's Signature	
Authorized Representative's Title	Superintendent
Authorized Representative Signature Date	06/30/2015

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.



**2015-16 Protected Prayer Certification**

ESEA Section 9524(b) specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

**CDE Program Contact:**

Franco Rozic, Title I Monitoring & Support, [frozic@cde.ca.gov](mailto:frozic@cde.ca.gov), 916-319-0269

**Protected Prayer Certification Statement**

The LEA hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Scott A. Loehr
Authorized Representative Title	Superintendent
Authorized Representative Signature Date	06/10/2015
Comment If the LEA is not able to certify at this time an explanation must be provided in the Comment field. (Maximum 500 characters)	

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

**2015-16 Application for Funding****CDE Program Contact:**Education Data Office, [ConApp@cde.ca.gov](mailto:ConApp@cde.ca.gov), 916-319-0297**Local Governing Board Approval**

The LEA is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	08/19/2015
---	------------

**District English Learner Advisory Committee (DELAC) Review**

Per Title 5 of the California Code of Regulations Section 11308, if your district has more than 50 English learners the district must establish a District English Learner Advisory Committee (DELAC) and involve them in the application for funding for programs that serve English learners.

DELAC representative's full name	Nivia Talavera
DELAC review date	06/10/2015
Meeting minutes web address Please enter the Web address of DELAC review meeting minutes (format <a href="http://SomeWebsiteName.xxx">http://SomeWebsiteName.xxx</a> ). If a Web address is not available, the LEA must keep the minutes on file which indicates that the application is approved by the committee.	
DELAC comment If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)	

**Application for Categorical Programs**

To receive specific categorical funds for a school year the LEA must apply for the fund by selecting Yes. Only the categorical funds the LEA is eligible to receive are displayed.

<b>Title I Part A (Basic Grant)</b> ESEA Sec. 1111et seq. SACS 3010	Yes
<b>Title I Part D (Delinquent)</b> ESEA Sec. 1401 SACS 3025	No
<b>Title II Part A (Teacher Quality)</b> ESEA Sec. 2101 SACS 4035	Yes
<b>Title III Part A Immigrant</b> ESEA Sec. 3102 SACS 4201	No
<b>Title III Part A LEP</b>	Yes

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

## 2015-16 Application for Funding

**CDE Program Contact:**

Education Data Office, [ConApp@cde.ca.gov](mailto:ConApp@cde.ca.gov), 916-319-0297

ESEA Sec. 3102 SACS 4203	
-----------------------------	--

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

**2015-16 Substitute System for Time Accounting**

This certification may be used by auditors and by CDE oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the LEA submits and certifies this data collection.

**CDE Program Contact:**

Julie Brucklacher, Financial Accountability & Info Srv, [jbruckla@cde.ca.gov](mailto:jbruckla@cde.ca.gov), 916-327-0858

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate. Additional information on the predetermined schedule substitute system of time accounting can be found at <http://www.cde.ca.gov/fg/ac/co/timeaccounting2013.asp>. Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the Web at <http://www.cde.ca.gov/fg/ac/sa/>.

2015-16 Request for authorization	Yes
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system (Maximum 500 characters)	No known deficiencies

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

***Center Joint Unified School District***

		<b>AGENDA REQUEST FOR:</b>
<b>Dept./Site:</b>	<b>Instructional Services</b>	
<b>Date:</b>	<b>August 6, 2015</b>	<b>Action Item</b>
<b>To:</b>	<b>Board of Trustees</b>	<b>Information Item</b> <u>  X  </u>
<b>From:</b>	<b>Tami J'Beily Coordinator of Categoricals</b>	<b># Attached Pages</b> <u>  4  </u>

**SUBJECT: Professional Service Agreement**

**CONSULTANT'S NAME: Eaton Interpreting Services, Inc.**

**SERVICES TO BE RENDERED: Provide American Sign Language services to deaf/hard hearing parents/guardians for the classroom, IEPs, meetings or other related school activities.**

**DATES OF SERVICE: July 1, 2015 – June 30, 2016.**

**PAYMENT PER DAY: \$52.50 per hour; \$62.50 evenings/weekends.**

**TOTAL AMT OF CONTRACT: As needed.**

**FUNDING SOURCE: 01-0000-0-5800-103-0000-7200-003-000**

**RECOMMENDATION: CJUSD Board of Trustees approves Professional Services Agreement with Eaton Interpreting Services, Inc.**

**CONSENT AGENDA**

**Center Joint Unified School District  
8408 Watt Avenue  
Antelope, California 95843**

# PROFESSIONAL SERVICES AGREEMENT

This agreement for professional services is entered into this, 1st Day of July 2015 by and between the Center Joint 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:** Eaton Interpreting Services, Inc

**Address: 8213 Villa Oak Drive, Citrus Heights CA 95610**

**Phone: 916-721-3636**

Taxpayer ID# 20-0448077

**\*Full description of services to be provided:**

**Provide American Sign Language interpreting services to Deaf students and/or parents for the classroom, IEP's, meetings or other related school activities.**

\*Payment \$ 52.50 per hour. \*\*\* \$62.50 for evenings and weekend services.

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: 7/1/2015

**\*Frequency of Service Dates:** As Needed

\*Ending Date of Service: 6/30/2016

**Method of Payment and Tax Reporting: (check one)**

Variable Payroll- W-2 Generated (requires completion of W-4 &amp; I-9 in Personnel Dept.

X	Accounts Payable-1099 Generated (Requires completion of W-9 on pg. 2 of this form)
---	--

**Total amount of this contract \$**

Reason service cannot be provided by a District employee:

Signature of CONTRACTOR \*

Kum Eaton

Date:\*

8/6/15

Signature of District employee requesting service:

Pring

Date:

8/10/15

**Signature of Accounting Supervisor:**

**Date:**

**Date Board of Trustees Approved**

Date:

**Signature of Authorized Contracting Official:**

**Date:**

\*\*\*CONTRACT NOT VALID WITHOUT AUTHORIZED DISTRICT SIGNATURE\*\*\*

Form

**W-9**(Rev. December 2014)  
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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**EATON INTERPRETING SERVICES, INC.**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:

- ☐ Individual/sole proprietor or single-member LLC
- ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_
- Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
- ☐ Other (see instructions) ▶ \_\_\_\_\_
- ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

**8213 VILLA OAK DRIVE**

Requester's name and address (optional)

6 City, state, and ZIP code

**CITRUS HEIGHTS, CA 95610**

7 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 generally 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 instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			-			-					
--	--	--	---	--	--	---	--	--	--	--	--

OR

Employer identification number

2	0	-	0	4	4	8	0	7	7
---	---	---	---	---	---	---	---	---	---

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign  
HereSignature of  
U.S. person ▶*Kim Eaton*Date ▶ *7-14-15***General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

- Form 1099-C (canceled debt)

- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

# 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.		X
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> <u>Not an individual - various interpreters</u>		X
10. Can this relationship be terminated without the consent of <u>both</u> parties?	X	

If the answer to questions 8, 9, or 10 is "YES", there is a good possibility that an employment relationship exists. Questions 8 & 9 are indicators of district control that, in conjunction with other factors, imply an employment relationship. Go back to PART I and re-evaluate each question. If questions 1-7 are still all "NO", continue...



## PART II - continued

YES NO

11. Does the individual operate an <u>independent</u> trade or business that is available to the general public? <i>A determining factor in judging independence is the performance of services to the general public. In evaluating this criteria, school districts are considered to be separate entities. Keep in mind: if the district is utilizing this individual's services on a full-time basis, the individual is <u>not</u> available to the general public. NOTE: Possession of a business license or incorporation does <u>not</u> automatically satisfy this requirement. The determination <u>must</u> be made on the actual <u>relationship</u> between the district and the individual performing services.</i>	X	
12. Does the individual have a substantial investment in his/her business, i.e. maintains a facility, equipment, etc.? <i>This is indicative of economic risk inherent in business enterprises. An independent contractor must be able to make a profit or sustain a loss.</i>	X	

If either 11 or 12 are "NO", the individual is a district employee

STOP HERE

and process the individual through payroll.

If 11 and 12 are both "YES", continue

YES NO

13. Does the individual provide all materials and support services necessary for the performance of this service? <i>The district should not be providing office space, clerical, secretarial, or any other support for this individual such as materials, xeroxing, printing, office supplies, etc. Any necessary assistants would be hired by the individual.</i>	X	
14. Is this paid by the job or on a commission?	X	
15. Does the individual bear the cost of any travel and business expenses incurred to perform this service? <i>Generally, these types of expenses are paid by an employer, however, some contracts provide for payment of airfare, mileage, etc. for consultants.</i>	X	

If 11 and 12 are "YES", 13 through 15 should also be "YES" and are items that should be written into the consultant contract. This individual is an independent contractor. A "YES" on questions 13 through 15 supports the district's conclusion and substantiates a "reasonable basis" for treatment as an independent contractor. While there are circumstances where the district might pay contractually provided expenses, these should be kept at a minimum to avoid giving the impression of an employment relationship.

4-26-94

***Center Joint Unified School District***

		AGENDA REQUEST FOR:
Dept./Site:	Instructional Services	
Date:	August 6, 2015	Action Item
To:	Board of Trustees	Information Item <u>  X  </u>
From:	Tami J'Beily Coordinator of Categoricals	# Attached Pages

**SUBJECT:** Professional Service Agreement

**CONSULTANT'S NAME:** Carmazzi Global Solutions

**SERVICES TO BE RENDERED:** Provide language interpreting services for parents/guardians for the classroom, IEPs, meetings or other related school activities.

**DATES OF SERVICE:** July 1, 2015 – June 30, 2016.

**PAYMENT PER DAY:** \$105.00 per hour

**TOTAL AMT OF CONTRACT:** As needed.

**FUNDING SOURCE:** 01-0000-0-5800-103-0000-7200-003-000

**RECOMMENDATION:** CJUSD Board of Trustees approves Professional Services Agreement with Eaton Interpreting Services, Inc.

**CONSENT AGENDA**



Center Joint Unified School District  
8408 Watt Avenue  
Antelope, California 95843

## PROFESSIONAL SERVICES AGREEMENT

This agreement for professional services is entered into this, 1st Day of July 2015  
by and between the Center Joint 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: Carmazzi Global Solutions

Address: 8922 Beckington Drive, Elk Grove, CA 95624

Phone: 916-714-7848 Taxpayer ID# ~~20-0448077~~ 68-0557648

\*Full description of services to be provided:

Provide interpreting services for students and/or parents for classroom, IEP, SST,  
and meetings or other related school activities.

\*Payment \$ 105.00 per hour.

CONTRACTOR will submit a signed invoice not more frequently than monthly,  
detailing services provided and charges. Payment will be made within  
forty-five days after receipt of invoice or service, whichever is later.

\*Beginning Date of Service: 7/1/2015 \*Frequency of Service Dates: As Needed

\*Ending Date of Service: 6/30/2016

Method of Payment and Tax Reporting: (check one)

☐ Variable Payroll- W-2 Generated (requires completion of W-4 & I-9 in Personnel Dept.)  
☒ Accounts Payable-1099 Generated (Requires completion of W-9 on pg. 2 of this form)

Total amount of this contract \$ \_\_\_\_\_ Budget # 01-0000-0-5800-103-0000-7200-003-000

Reason service cannot be provided by a District employee:

Signature of CONTRACTOR \*

Signature of District employee requesting service:

Signature of Accounting Supervisor:

Date Board of Trustees Approved

Signature of Authorized Contracting Official:

Date:\*

Date:

Date:

Date:

Date:

\*\*\*CONTRACT NOT VALID WITHOUT AUTHORIZED DISTRICT SIGNATURE\*\*\*

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) <b>Carmazzi Inc.</b>	
	Business name/disregarded entity name, if different from above <b>Carmazzi Global Solutions</b>	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶  <input type="checkbox"/> Other (see instructions) ▶	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.) <b>8922 Beckington Dr</b> City, state, and ZIP code <b>Elk Grove, CA 95624</b>	
List account number(s) here (optional)		
Requester's name and address (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-					
Employer identification number								
6	8	-	0	5	5	7	6	8

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <b>August 10, 2015</b>
------------------	----------------------------	-------------------------------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

**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.		X
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. <u>Not an individual - various interpreters</u></i>		X
10. Can this relationship be terminated without the consent of <u>both</u> parties?	X	

If the answer to questions 8, 9, or 10 is "YES", there is a good possibility that an employment relationship exists. Questions 8 & 9 are indicators of district control that, in conjunction with other factors, imply an employment relationship. Go back to PART I and re-evaluate each question. If questions 1-7 are still all "NO", continue...

## 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.

**PRICE PROPOSAL TO PROVIDE**  
**LANGUAGE TRANSLATION & INTERPRETATION**  
**SERVICES**  
**FOR**  
**CENTER UNIFIED SCHOOL DISTRICT**

**SUBMITTED BY**



**April 27, 2015**

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## On-Site Interpretation Rates

Language	Consecutive Interpretation Rates Per Interpreter	
	Qualified Interpreter (2 hour minimum)	Certified Interpreter (2 hour minimum)
Spanish	\$65 per hour	\$85 per hour
All Other Languages	\$105 per hour*	\$125 per hour*

### Labor/Task Definitions:

- **Consecutive Interpretation:** Oral translation of a speaker's words into another language when the speaker has finished speaking or pauses for interpreting. More formal than ad hoc interpreting and used, for example, in formal business meetings, for negotiations, training sessions or lectures.
- **Conference (Simultaneous) Interpretation:** Oral translation of a speaker's words into another language while the speaker is speaking. The interpreter usually sits in a booth and uses audio equipment. \*\*Please Note: most Simultaneous Interpretation Appointments will require the provision of two interpreters. Simultaneous interpretation and equipment will be quoted separately as needed.

### On-Site Interpretation Terms & Conditions

All prices valid for assignments located in Center Unified School District. Any assignments outside of this given area or long-term assignments must be submitted for quote.

**\*All Other Languages:** Please see attached language list. This rate is not guaranteed. CGS will make reasonable efforts to fulfill the requested language at the stated rate. If the ongoing rate for the requested language is higher, CGS will notify the client within a reasonable time. CGS will provide a quote for client's approval with the current market rate prior to the assignment.

#### **Appointments requested after normal business hours, weekends or holidays:**

Appointments requested after normal business hours, weekends or holidays will incur an additional fee of \$20.00/hour.

**Rush Appointments:** Appointments requested with less than 2 business day's notice will incur a flat \$20.00 rush fee. For example, a 3:00pm Monday assignment must be requested by 3:00pm Thursday of the preceding week or it will incur a rush fee of \$20.00.

**Interpreter's availability:** Availability of interpreters depends on location, advance notice, and language type.

**Traveling expenses:** Transportation costs are not included in the above fees and may be requested based on appointment location and interpreter availability. Expenses must be approved by the client prior to fulfillment of interpretation assignment.

**Hourly Minimum:** The Contractor shall charge a minimum of two (2) hours per request for On-Site Interpretation Services, and Client agrees to pay the compensation for a minimum of two (2) hours for services rendered in accordance with, and subject to, the terms of the Agreement.

**Cancellation policy:** Cancellation by the Client of a duly executed contract is subject to cancellation fees based on the following schedule: cancellation with less than 1 full business day notice is considered late cancellation. For example, a 3:00pm Monday assignment must be cancelled by 3:00pm Friday of the preceding week. The Client will be billed in full for the total scheduled assignment for each interpreter scheduled.

**Authorization:** Both the Client and the Contractor understand and agree that authorization for services must come from Center School District, not from individual locations, unless prior authorization is provided in writing. Management and tracking of allocated funds is the sole responsibility of the Client.

**On-Site interpreters provided by CGS are qualified for the provision of face-to-face interpretation services. CGS highly discourages the use of On-Site interpreters for the provision of translation services. Should the Client choose not to utilize CGS approved Translation Services through Contextual Communications, our document translation division, CGS will not be held liable for the completeness or accuracy of the translation.**

### On-Site Interpretation Language List

Afrikaans	Gaelic	Malagasy	Sorani
Albanian	Galician	Malay	Sotho
Amharic	Georgian	Malayalam	Spanish
Arabic	German	Malaysian	Sudanese
Armenian	Greek	Mali	Swahili
Assyrian	Gujarati	Mandarin	Swedish
Azerbaijani	Haitian	Mandinga	Tagalog
Bambara	Haitian Creole	Mam (Myam)	Taiwanese
Bandjoun	Hakka	Marathi	Tajik
Bengali	Hausa	Marshallese	Tamil
Bosnian	Hebrew	Mien	Tatar
Bulgarian	Hindi	Moldavain	Tausug
Burmese	Hmong	Mongolian	Telegu
Byelorussian	Hungarian	Nahuati	Thai
Cambodian	Ibo	Neapolitan	Tibetan
Cantonese	Icelandic	Nepali	Tigrinya
Catalan	Igbo	Norwegian	Tonga
Cebuano	Ilocano	Nuer	Tongan
Chamorro	Indonesian	Oriya	Trukese
Creole	Italian	Oromifa	Turkish
Croatian	Japanese	Oromo	Turkmen
Czech	Javanese	Papiamento	Uighur
Danish	Kannada	Pashto	Ukrainian
Dari	Kashmiri	Polish	Urdu
Dinka	Kazakh	Portuguese	Uzbek
Dutch	Khmer	Pulaar	Vietnamese
Estonian	Kinyarwanda	Punjabi	Wolof
Ewe	Kirundi	Quechua	Wu
Fante	Korean	Romanian	Xhosa
Farsi (Persian)	Krio	Russian	Yiddish
Finnish	Kurdish	Rwanda	Yoruba
Figian	Kurmanchi	Samoan	Yugoslavian
Flemish	Kyrgyz	Serbian	Zulu
French	Lao	Serbo-Croatian	
French Canadian	Latvian	Shona	
French Creole	Lingala	Sinhalese	
Fuchow	Lithuanian	Slovak	
Fukienese	Luganda	Slovenian	
Fulani	Macedonian	Somali	

## Over-the-Phone Interpretation Rates

Rate	\$1.45 per minute
Contractual Minimum	Fee Waived
Setup Fees	Fee Waived
Fee per Access Code for approximately 55-65 codes	Fee Waived
Languages	Please refer to the <u>Language List</u> below.

Carmazzi Global Solutions' *Interpretation on Demand™* service provides:

- Access to 150-plus languages.
- Easy to understand pricing - timed to the second / flat rate for *all* languages.
- Service 24 hours per day, 7 days per week, 365 days a year.
- Complete customer training and 24/7 customer support.
- Professional interpreter corps qualified through Carmazzi Global Solutions' *Interpretation on Demand™* rigorous certification process.
- Redundant fail-safe network, average connect between IVR and Interpreters—30 seconds for all languages.

## Over-the-Phone Interpretation Language List

AKAN	HAUSA	PASHTO
ALBANIAN	HEBREW	POLISH
AMHARIC	HINDI	PORTUGUESE
ARABIC	HMONG	PUNJABI
ARMENIAN	HUNGARIAN	ROMANIAN
ASSYRIAN	IBO	RUSSIAN
BASQUE	ILOCANO	SAMOAN
BENGALI	INDONESIAN	SERBIAN
BOSNIAN	ITALIAN	SHANGHAI
BURMESE	JAPANESE	SINHALESE
CAMBODIAN	JAVANESE	SLOVAK
CANTONESE	KANJOBAL	SOMALI
CHALDEAN	KOREAN	SORANI (KURDISH)
CHAO CHOW	KRIO	SPANISH
CROATIAN	KURDISH	SWAHILI
CZECH	LAOTIAN	SWEDISH
DARI	LITHUANIAN	TAGALOG
DINKA	LUGANDA	TAIWANESE
DUTCH	MALAYALAM	TAMIL
FARSI	MANDARIN	THAI
FINNISH	MIEN	TIGRINYA
FRENCH	MIXTECO	TOISHANESE
FUKIENESE	MONGOLIAN	TONGAN
GERMAN	NEPALI	TURKISH
GREEK	NORWEGIAN	UKRAINIAN
GUJARATI	NUER	URDU
HAITIAN CREOLE	OROMO	VIETNAMESE
HAKKA	PAMPANGAN	VISAYAN

## Document Translation Rates

Word Count Per Project (Rate per word is by source language)	Group A	Group B	Group C	Group D	Group E	Group F
0-499 words (minimum) & Editing/Proofreading Hourly Rate	\$78.00	\$87.00	\$101.00	\$101.00	\$110.00	\$120.00
500-50,000 words	\$0.17	\$0.19	\$0.20	\$0.20	\$0.23	\$0.26
> 30,001 words	\$0.16	\$0.18	\$0.19	\$0.19	\$0.22	\$0.25

Please refer to Language Group Worksheet on next page.

**Premium Translation** -A team of one native professional translator and one proofreader is engaged for this type of translation. The proofreader checks the document not only for spelling and grammatical mistakes but also to make certain that the translation conforms to the original in tone, and content, and that it consistent throughout.

Desktop Publishing	Unit	Cost
Complex word processing layout	page	\$8
Graphics, diagrams, tables, & illustrations	unit	\$12
Screen captures	hour	\$35
HTML	page	\$20
FrameMaker	page	\$20
Indesign/ PageMaker	page	\$18
QuarkXpress	page	\$18
Power Point	slide	\$5
Computer Aided Translation (CAT) Tool Rates		
100% matches and repetitions*	Discount of 70% base rate	
95%- 99% matches	Discount of 60% base rate	
85%-94% matches	Discount of 50% base rate	
50%-84% matches	Standard rate based on tiered pricing	
*Provided 100% matches do not need any changes.		
Terminology Management		
Minimum 15 terms	\$75	
Additional term	\$4	

Rush delivery: >1000 words/day - add 40% to total

### Draft or Summary Translation

The provision of Draft or Summary Translation is also available and quoted upon request based on the individual scope of the project. Draft Translation is a per word translation that is completed by one translator and is not reviewed by a linguistic team. Summary Translation is not word-for word but used to gather the general meaning of the text and is commonly used for internal use only.

### Notarized Certificate of Accuracy

CGS offers the option of a Notarized Certificate of Accuracy to accompany a completed translation project.

Notarized Certificate of Accuracy	\$25 each
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### Estimated Timeframe for Project Completion

The actual timeframe for the completion of a translation project will be identified at the beginning of the project, as determined by the project scope and client deadlines. The typical turn-around time for translation projects is as follows:

1,000 words or less	2 business days or less
1,001 – 2,000 words	2-4 business days
2,001 – 3,000 words	4-6 business days
3,001 words +	Based on project scope

### Document Translation Terms and Conditions

**CGS will only utilize certified translators in the provision of document translation services for Center Unified School District.**

**First proof** of translated files will be delivered in PDF format for review by the Client, who will be able to request the incorporation of changes and/or modifications. This will be done only once, and included as part of the translation and/or editing service, as long as the changes in the translation correspond to terminology, register or internal use and are not derived from personal and/or subjective opinions. Later changes and/or modifications will be charged on an hourly basis.

**For editing of graphic files**, original files need to be saved in layers or source files need to be provided.

**Client Internal Review:** We will provide a period of 15 days from the initial date of Contextual Communication's delivery of the project for the Client's internal review. During that period our services will include incorporation of ONE (1) round of the Client's edits or changes to the translation (NOT the source copy). After 15 days the project will be considered "closed". We may grant additional Client review time based on the volume and scope of the project, but this will be handled on a per-project basis. The invoice for any remaining balance, however, will be issued upon delivery of the files to the Client. Payment in full is due 30 days from date of invoice.

## Document Translation Language List

Group A	Group B	Group C	Group D	Group E	Group F
Spanish	Albanian Arabic Bosnian Bulgarian Belarussian Catalan Chinese Croatian Czech Dutch Flemish French German Greek Hungarian Italian Latin Latvian Polish Portuguese Romanian Russian Serbian Slovak Slovenian Turkish Ukrainian	Afrikaans Armenian Assamese Baluchi Bangla Bashkirian Bengali Bhojpuri Cantonese Danish Dari Dogri Estonian Farsi Gujarati Hebrew Hindi Indonesian Japanese Korean Lithuanian Macedonian Malagasy Malay Malayalam Persian Punjabi Taiwanese Thai Urdu Vietnamese Welsh Yiddish	Azeri Burmese Cambodian Finnish Georgian Hmong Icelandic Khmer Konkani Kyrgyz Malthili Maltese Manipuri Marathi Mizo Mongolian Nepalese Northern Sotho Norwegian Oriya Pashtu Sanskrit Sesotho Setswana Shona Sindhi Somali Southern Sotho Swahili Swazi Swedish Tagalog Tamil Telegu Tibetan Tsonga Tswana Uzbek Venda Zulu	Damara Fijian Guarani Haitian-Creole Hausa Igbo IsiSepedi Kazahk Kikuyu Kiswal Laotian Marshallese Masai Mien Ndebele Siswati Tajik Tatar Tshivenda Turkmen Twi Xitsonga Yoruba	Amharic Bushman Dinka Eskimo Greenlandic Kurdish Nahuatl Nuer Oromo



## Center Joint Unified School District

### AGENDA REQUEST FOR:

Dept./Site: Curriculum

Date: August 19, 2015

Action Item ☒ X

To: Board of Trustees

Information Item

From: Rebecca Lawson  
Coordinator of Curriculum

# Attached Pages

Initials: \_\_\_\_\_

**SUBJECT:** 2015/2016 SCOE Integrated and Designated ELD/Center JUSD

Please approve the Memorandum of Understanding (MOU)-Agreement #00812 between Sacramento County Office of Education and Center JUSD, to provide ten (10) days site support focusing on interim assessments planning, training, and hand-scoring. One (1) module on *Integrated and Designated ELD* for administrators at Center Joint Unified School District during the 2015/16 fiscal year.

**RECOMMENDATION:** CJUSD Board of Trustees to approve 2015/16 SCOE Integrated and Designated ELD for Center JUSD Administrators.

**CONSENT AGENDA**

## MEMORANDUM OF UNDERSTANDING

Agreement EMS # 0812



This Memorandum of Understanding (MOU) is between the **Sacramento County Office of Education**, hereinafter referred to as "SCOE," and **Center Joint Unified School District** hereinafter referred to as "District."

The purpose of this MOU is to detail the roles and responsibilities of SCOE and the District in regards to delivering instructional support services to staff. Once signed by both parties, this MOU is in effect, and may be terminated by either entity in writing, but not less than seven business days prior to the first day of service.

No audio or visual recording of the services provided under this agreement may be made by any means without the advance written authorization of SCOE.

### SCOE agrees to:

1. Provide a primary contact person and service provider(s) for all work under this MOU.

MOU Contact:

Tami Wilson

(916) 228-2350

[twilson@scoe.net](mailto:twilson@scoe.net)

Services provided by:

Tami Wilson

(916) 228-2350

[twilson@scoe.net](mailto:twilson@scoe.net)

2. Provide the following services:

- a. Ten (10) days site support focusing on interim assessments planning, training, and hand-scoring. One (1) module for administrators on *Integrated and Designated ELD*. See Exhibit A for schedule and details.

- b. Locations of the service

Center Joint Unified School District Office  
8408 Watt Avenue  
Antelope, CA 95843

Oak Hill Elementary School  
3909 North Loop Blvd.  
Antelope, CA 95843

3. Provide an evaluation of services.
4. Provide table supplies.
5. Provide training materials. All instructional materials provided by SCOE are copyrighted.
6. Invoice District upon completion of services to:

Center Joint Unified School District Office  
8408 Watt Avenue  
Antelope, CA 95843

**MEMORANDUM OF UNDERSTANDING, Agreement EMS # 0812**

**District agrees to:**

1. Provide a primary contact person for all work under this MOU.

Rebecca Lawson, Coordinator of Curriculum  
(916) 338-7584  
[rlawson@centerusd.org](mailto:rlawson@centerusd.org)

Patricia Spore, Principal  
(916) 338-6460  
[pspore@centerusd.org](mailto:pspore@centerusd.org)

2. Ensure the site principal/district representative is present during services.
3. Participate in an evaluation of services.
4. Provide facility, insurance, and indemnification.
5. Provide SCOE with a copy of attendance sign-in sheet upon request.
6. Provide the audio-visual equipment.
7. Provide requested materials for participants (e.g., Teacher's Edition).
8. Remit payment to SCOE within 60 days of invoicing.

**Fee Structure:**

- Estimated Total: \$6,850.00

**Indemnity.** Each party agrees to defend, indemnify, and hold harmless the other party (including its directors, agents, officers and employees), from any claim, action, or proceeding arising from any actual or alleged act or omission of the indemnifying party, its director, agents, officers, or employees arising from the indemnifying party's duties and obligations described in this agreement or imposed by law.


It is the intention of the parties that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective elected and appointed officials, employees, representatives, agents, and subcontractors. It is also the intention of the parties that where comparative fault is determined to have been contributory, principles of comparative fault will be followed.

SCOE and District shall monitor this agreement to oversee implementation of services.

**Sacramento County Office of Education**  
Mark Vigario, Assistant Superintendent  
Educational Services

**Center Joint Unified School District**  
Rebecca Lawson, Coordinator of Curriculum

  
Signature \_\_\_\_\_ Date 8/26/15

  
Signature \_\_\_\_\_ Date 7/27/15

**MEMORANDUM OF UNDERSTANDING, Agreement EMS # 0812**

**Exhibit A – Oak Hill Elementary School**

Day	Date/Time	Purpose	
1	August 3 1:00-2:00 @ Oak Hill	Module: Introduction to Interim Assessments and outline plan with Grades 3-6 <ul style="list-style-type: none"> <li>Grade 3: Read Literary Text; Read Informational Text</li> <li>Grades 4-6: Brief Writes</li> </ul>	
P: 1	1 day	Preparation Day: Compile binders with training guides, rubrics, anchor papers, and check sets	
2	Sept. 10 8:30-3:30 (40-min. lunch) @DO	Facilitate Gr. 6 Interim Assessment Hand-scoring <i>(District-wide ELA/Writing Teachers)</i> <i>Full day subs needed for each teacher</i>	
3	Sept. 11 8:30-3:30 (40-min. lunch) @DO	Facilitate Gr. 5 Interim Assessment Hand-scoring <i>Full day subs needed for each teacher</i>	
4	Sept. 23 8:30-3:30 (40-min. lunch) @DO	Facilitate Gr. 4 Interim Assessment Hand-scoring <i>Full day subs needed for each teacher</i>	
5	Sept. 24 8:30-3:30 (40-min. lunch) @DO	Facilitate Gr. 3 Interim Assessment Hand-scoring <i>Full day subs needed for each teacher</i>	
6	October 7 @DO	Tami & Becky complete hand scoring as needed	
P: 2	1 day	Preparation Day: Prepare for grade-level meetings	
7	October 19 @ Oak Hill	Gr. TBD AM Gr. 6 PM Grade-level meeting; lessons learned, next steps, agreements, how will we measure? <i>Full day subs needed; ½ day session for each grade level</i>	
8	October 22 @ Oak Hill	Gr. TBD AM Gr. TBD PM Grade-level meeting; lessons learned, next steps, agreements, how will we measure? <i>Full day subs needed; ½ day session for each grade level</i>	
1	Sept. 17 9:30-11:30 @DO	Administrator Module: Integrated and Designated ELD  <i>Note: District currently has Avenues for ELD</i>	

# *Center Unified School District*

## AGENDA REQUEST FOR:

Dept./Site: Family Resource Center

Action Item ✓

To: Board of Trustees

Information Item       

Date: August 19, 2015

# Attached Pages 1

From: Alyson Collier

Principal's Initials: 

## SUBJECT

**Designate Alyson Collier as primary and David French as alternate board approved CJUSD voting designees for the Capital Adult Education Regional Consortium.**

The 2013-14 State Budget, under the auspices of Assembly Bill 86, appropriated \$25 million to the California Community College Chancellor's Office (CCCCO) to provide funding for two-year adult education planning and implementation grants. Those funds were then allocated to 70 regional consortiums across California, primarily based on Community College district boundaries.

In the Sacramento region, funding was allocated to Los Rios Community College District (LRCCD) to establish the Capital Adult Education Regional Consortium (CAERC). CAERC is comprised of 17 members and 22 partners from throughout the LRCCD geographical boundary. Members include large and small school districts, county offices of education, and representatives from all four of the LRCCD colleges. CAERC partners

**CONSENT AGENDA**

include other adult education stakeholders from throughout the region. Detailed information about CAERC and the final planning document is posted on the CAERC website at [www.capitaladulthood.org](http://www.capitaladulthood.org).

The 2015-16 State Budget included \$500 million in new funding for adult education. Assembly Bill 104 outlines requirements for distribution of the Adult Education Block Grant, which emanates from Proposition 98 General Fund revenue. For this fiscal year, approximately \$337 million will be distributed to local education agencies (LEAs) based on maintenance of effort, and the remaining amount will be distributed to consortia based on a formula that has not yet been determined. In order for CAERC to qualify for an allocation of "beyond MOE funds" (Consortium funding), each member agency must have a LEA governing board approved CAERC member and governing board approval of the CAERC Governance document. Approval of a designated CAERC member and approval of the CAERC Governance Plan must be completed no later than October 31, 2015

Sacramento County Office of Education administration is recommending Joyce Hinkson be approved by the Board as SCOE's official member representative to CAERC. Given her current role as Director of the Outreach and Technical Assistance Network, a statewide adult education leadership project, Joyce is uniquely qualified to serve in this capacity.

**RECOMMENDATION: Approve**

**AGENDA ITEM # \_\_\_\_\_**

# Center Joint Unified School District

**AGENDA REQUEST FOR:**

**Dept./Site:** Facilities & Operations Department

**To:** Board of Trustees

**Action Item** \_\_\_\_\_

**Date:** August 19, 2015

**Information Item** \_\_\_\_\_

**From:** Craig Deason, Assist. Supt.

**# Attached Pages** \_\_\_\_\_

**Assist. Supt. Initials:** CD

**SUBJECT:** Donation of Desktop Computers

The Facilities Department requests that the Board accepts a donation of seventy (70) desktop computers from California Correctional Health Care Services.

**CONSENT AGENDA**

# Center Joint Unified School District

## AGENDA REQUEST FOR:

Dept./Site: Facilities & Operations Department

To: Board of Trustees

Action Item X

Date: August 19, 2015

Information Item    

From: Craig Deason, Assist. Supt.

# Attached Pages    

Assist. Supt. Initials: CD

**SUBJECT: Service Pool for Design/Build Contractors for  
Energy Conservation Projects**

The Facilities Department accepted responses to a Request for Qualifications (RFQ) by 4 p.m. June 26, 2015, with the intent to create a service pool of qualified design/build contractors for energy conservation projects.

Of the seven responses, six were chosen to create the design/build pool:

ACS Controls  
Clark/Sullivan Construction  
Indoor Environmental Services  
L & H Airco  
Landmark Construction  
Lawson Mechanical Contractors

**RECOMMENATION:** That the Board of Trustees approves the creation of a Design/Build Contractors Pool for Energy Conservation Projects.

**CONSENT AGENDA**



# Center Joint Unified School District

**AGENDA REQUEST FOR:**

**Dept. /Site:** Business Department

**Date:** 08/06/2015

**Action Item**

**To:** Board of Trustees

**Information Item**

**From:** Jeanne Bess

**# Attached Page**1

**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 June 2015.

**RECOMMENDATION:** That the CJUSD Board of Trustees approve the District Payroll Orders for July 2014 through June 2015.

**CONSENT AGENDA**

<b>DISTRICT PAYROLL-SUMMARIZED FOR FISCAL YEAR ENDING JUNE 30,2015</b>
--

	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	\$ 2,276,061.80	\$ 92,332.69		\$ 2,368,394.49	720
NOV	\$ 2,262,683.99	\$ 152,851.28		\$ 2,415,535.27	742
DEC	\$ 532,482.58	\$ 100,381.64	\$ 23,849.58	\$ 656,713.80	461
2-Jan	\$ 1,722,531.83			\$ 1,722,531.83	257
JAN	\$ 2,259,468.22	\$ 74,121.98		\$ 2,333,590.20	691
FEB	\$ 2,245,027.69	\$ 145,612.43		\$ 2,390,640.12	716
MARCH	\$ 2,289,554.64	\$ 156,235.70	\$ 325,796.58	\$ 2,771,586.92	1250
APRIL	\$ 2,286,604.37	\$ 98,661.29		\$ 2,385,265.66	717
MAY	\$ 2,278,451.99	\$ 317,916.11		\$ 2,596,368.10	817
JUNE	\$ 496,467.40	\$ 131,966.02		\$ 628,433.42	657
SPECIAL				\$ -	

\$ 24,094,418.74	\$ 1,566,417.12	\$ 349,646.16	\$ 26,010,482.02	8837
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# Center Joint Unified School District

**AGENDA REQUEST FOR:**

**Dept. /Site:** Business Department

**Date:** 08/06/2015

**Action Item**

**To:** Board of Trustees

**Information Item**

**From:** Jeanne Bess

**# Attached Page**1

**SUBJECT:**

**APPROVAL OF CENTER JOINT UNIFIED SCHOOL DISTRICT  
PAYROLL ORDERS**

The Governing board is asked to approve the attached payroll  
Orders for July 2015 through July 2015.

**RECOMMENDATION:** That the CJUSD Board of Trustees approve the  
District Payroll Orders for July 2015 through July 2015.

**CONSENT AGENDA**

<b>DISTRICT PAYROLL-SUMMARIZED FOR FISCAL YEAR ENDING JUNE 30,2016</b>
--

	REGULAR	VARIABLE	SPECIAL	TOTAL PAYROLL	#OF TRANSACTIONS
JULY	\$ 924,175.09	\$ 75,977.94		\$ 1,000,153.03	280
AUG					
SEPT					
OCT					
NOV					
DEC					
2-Jan					
JAN					
FEB					
MARCH					
APRIL					
MAY					
JUNE					
SPECIAL				\$ -	

\$ 924,175.09	\$ 75,977.94	\$ -	\$ 1,000,153.03	280
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# Center Joint Unified School District

**AGENDA REQUEST FOR:**

**Dept./Site:** Business Department

**Date:** June

**Action Item**

**To:** Board of Trustees

**Information Item**

**From:** Jeanne Bess

**# Attached Pages 53**

**SUBJECT: Supplemental Agenda – Commercial Warrant Registers**

June 3, 2015, \$336,402.21, June 18, 2015, \$642,241.48, June 23, 2015, \$481,283.04.

The commercial warrant payments to vendors totals  
\$ 1,459,926.73

**RECOMMENDATION:** That the CJUSD Board of Trustees approves the Supplemental Agenda – Vendor Warrants as presented

**CONSENT AGENDA**

81 CENTER UNIFIED SCHOOL DIST.  
060515 2

ACCOUNTS PAYABLE PRELIST

J6173 APY500 H.02.05 06/03/15 PAGE 0

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Batch status: A All

From batch: 0081

To batch: 0081

Include Revolving Cash: Y

Include Address: N

81 CENTER UNIFIED SCHOOL DIST.  
060515 2

ACCOUNTS PAYABLE PRELIST  
BATCH: 0081 06/05/2015  
FUND : 01 GENERAL FUND

J6173 APY500 H.02.05 06/03/15 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				
011636/00	I # 1	TOUCH-SCREEN TABLET					
2619	PO-152196	06/05/2015 1201504	1 01-3010-0-5800-103-1110-1000-003-832 NN P			692.75	692.75
			TOTAL PAYMENT AMOUNT	692.75 *			692.75
017749/00	IACE TUTORING SERVICES INC						
2621	PO-152197	06/05/2015 201504	1 01-3010-0-5800-103-1110-1000-003-832 NN P			300.00	300.00
			TOTAL PAYMENT AMOUNT	300.00 *			300.00
011617/00	AMADOR STAGE LINES						
2628	PO-152206	06/05/2015 57094	1 01-0000-0-5712-472-1110-4000-014-915 NN F			1,740.52	1,740.52
			TOTAL PAYMENT AMOUNT	1,740.52 *			1,740.52
019583/00	ASB/ACADEMY OF SCHOLARSHIP						
2624	PO-152204	06/05/2015 INV MAY 7 2015 V.BISHO	1 01-7220-0-5200-472-1110-1000-014-000 NN F			645.00	645.00
			TOTAL PAYMENT AMOUNT	645.00 *			645.00
010400/00	AT&T						
21	PO-150012	06/05/2015 248134-81008413	1 01-0000-0-5902-106-0000-8110-007-000 NN P			9.12	9.12
			TOTAL PAYMENT AMOUNT	9.12 *			9.12
018533/00	ATKINSON ANDELSON LOYA RUDD						
2013	PO-151696	06/05/2015 474833	1 01-0000-0-5804-105-0000-7200-005-000 NE P			16,107.96	16,107.96
			TOTAL PAYMENT AMOUNT	16,107.96 *			16,107.96
010142/00	AWARDS BY KAY						
2606	PO-152188	06/05/2015 32651	1 01-0000-0-5800-110-0000-7200-004-000 NN F			181.95	181.95
			TOTAL PAYMENT AMOUNT	181.95 *			181.95
014789/00	BISHO, VERNON						
2623	PO-152203	06/05/2015 REIMB AIRFARE	1 01-7220-0-5200-472-1110-1000-014-000 NN F			753.70	753.70
			TOTAL PAYMENT AMOUNT	753.70 *			753.70

81 CENTER UNIFIED SCHOOL DIST.  
060515 2

ACCOUNTS PAYABLE PRELIST  
BATCH: 0081 06/05/2015  
FUND : 01 GENERAL FUND

J6173 APY500 H.02.05 06/03/15 PAGE 2  
<< Open >>

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num			
Req Reference	Date	Description	FD RESO	P OBJE	SIT GOAL	FUNC RES	DEP T9MP	
010340/00	CA DEPT OF JUSTICE							
811 PO-150695	06/05/2015	096344	1	01-0000-0-5800-110-0000-7200-004-000	NN	P	256.00	256.00
TOTAL PAYMENT AMOUNT				256.00	*			256.00
017639/00	CDT INC.							
810 PO-150694	06/05/2015	40140	2	01-0000-0-5800-110-0000-7200-004-000	NN	P	108.00	108.00
TOTAL PAYMENT AMOUNT				108.00	*			108.00
016320/00	COLLIER, ALYSON							
2601 PO-152185	06/05/2015	REIMB	1	01-5630-0-5800-601-1220-1000-017-000	NN	F	280.00	280.00
2611 PO-152192	06/05/2015	REIMB	1	01-0000-0-4300-105-0000-7200-005-000	NN	F	450.00	450.00
2611 PO-152192	06/05/2015	REIMB	2	01-5630-0-4300-601-1220-1000-017-000	NN	F	1,020.84	1,020.84
TOTAL PAYMENT AMOUNT				1,750.84	*			1,750.84
021813/00	CONSOLIDATED COMMUNICATIONS							
36 PO-150023	06/05/2015	05/15/15	1	01-0000-0-5902-106-0000-8110-007-000	NN	P	43.86	43.86
TOTAL PAYMENT AMOUNT				43.86	*			43.86
017462/00	DAVIS, SHANNON							
2594 PO-152181	06/05/2015	MAY MILEAGE	1	01-5630-0-5800-601-1220-1000-017-000	NN	F	223.10	223.10
TOTAL PAYMENT AMOUNT				223.10	*			223.10
015943/00	DAVISON, HUGH R.							
2326 PO-151973	06/05/2015	DISCING	1	01-0000-0-5800-106-0000-8110-007-000	NY	F	190.00	190.00
TOTAL PAYMENT AMOUNT				190.00	*			190.00
018951/00	DELL							
2339 PO-151955	06/05/2015	XJNND1DR8	1	01-0000-0-4400-240-0000-2700-011-000	NN	F	3,572.16	3,572.16
TOTAL PAYMENT AMOUNT				3,572.16	*			3,572.16



81 CENTER UNIFIED SCHOOL DIST.  
060515 2

ACCOUNTS PAYABLE PRELIST  
BATCH: 0081 06/05/2015  
FUND : 01 GENERAL FUND

J6173 APY500 H.02.05 06/03/15 PAGE 3  
<< Open >>

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
Req Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP				
017784/00	DIEL, JULIE						
2603 PO-152186	06/05/2015	MAR MILEAGE	1 01-5630-0-5800-601-1220-1000-017-000 NN P			72.11	72.11
2603 PO-152186	06/05/2015	APR MILEAGE	1 01-5630-0-5800-601-1220-1000-017-000 NN P			56.93	56.93
2603 PO-152186	06/05/2015	MAY MILEAGE	1 01-5630-0-5800-601-1220-1000-017-000 NN P			56.93	56.93
TOTAL PAYMENT AMOUNT						185.97 *	185.97
011613/00	DITTO PRINT & COPY						
2607 PO-152189	06/05/2015	INV5167	1 01-0000-0-5800-110-0000-7200-004-000 NN F			167.40	167.40
TOTAL PAYMENT AMOUNT						167.40 *	167.40
016002/00	EDGAR, SHERRY						
2613 PO-152193	06/05/2015	REIMB	1 01-0000-0-4300-472-1208-1000-014-000 NN F			19.16	19.16
TOTAL PAYMENT AMOUNT						19.16 *	19.16
018618/00	FOLLETT SCHOOL SOLUTIONS INC						
2317 PO-151948	06/05/2015	654338-3	1 01-0000-0-4200-103-0000-2420-003-371 NN P			491.69	491.69
2317 PO-151948	06/05/2015	654338F-2	1 01-0000-0-4200-103-0000-2420-003-371 NN F			113.70	72.80
TOTAL PAYMENT AMOUNT						564.49 *	564.49
014616/00	GALLOWAY, KRISTEN						
2618 PO-152200	06/05/2015	REIMB AIRFARE	1 01-6382-0-5200-472-1110-1000-014-000 NN F			288.20	288.20
TOTAL PAYMENT AMOUNT						288.20 *	288.20
017681/00	GEARY PACIFIC SUPPLY						
464 PO-150401	06/05/2015	2976676	1 01-8150-0-4300-106-0000-8110-007-000 NN P			128.87	128.87
464 PO-150401	06/05/2015	2975366	1 01-8150-0-4300-106-0000-8110-007-000 NN F			1,372.47	1,350.00
2629 PO-152207	06/05/2015	2975366	1 01-8150-0-4300-106-0000-8110-007-000 NN F			1,340.60	1,340.60
TOTAL PAYMENT AMOUNT						2,819.47 *	2,819.47
022347/00	GIVE SOMETHING BACK						
2481 PO-152083	06/05/2015	IN-3068810	1 01-0000-0-5800-110-0000-7200-004-000 NN P			95.00	95.00
2481 PO-152083	06/05/2015	IN-0370468	1 01-0000-0-5800-110-0000-7200-004-000 NN F			90.46	79.86
2529 PO-152126	06/05/2015	IN-0375160	1 01-0000-0-4300-103-0000-7150-002-000 NN P			149.88	124.71
2529 PO-152167	06/05/2015	IN-0376682	1 01-0000-0-4300-103-0000-7200-003-000 NN F			205.18	205.17

81 CENTER UNIFIED SCHOOL DIST.  
060515 2

ACCOUNTS PAYABLE PRELIST  
BATCH: 0081 06/05/2015  
FUND : 01 GENERAL FUND

J6173 APY500 H.02.05 06/03/15 PAGE 4  
<< Open >>

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num			
Req Reference	Date	Description	FD RESO P OBJE	SIT GOAL FUNC	RES DEP T9MP	Liq Amt	Net Amount	
TOTAL PAYMENT AMOUNT			503.84 *				503.84	
017747/00	HAMMER, SAMUEL							
2600 PO-152184	06/05/2015	MAY MILEAGE	1 01-5630-0-5800-601-1220-1000-017-000	NN F		54.85	54.85	
TOTAL PAYMENT AMOUNT			54.85 *				54.85	
015636/00	HASTIE'S SAND AND GRAVEL							
432 PO-150378	06/05/2015	132213	1 01-0000-0-4300-106-0000-8110-007-000	NN P		526.51	526.51	
TOTAL PAYMENT AMOUNT			526.51 *				526.51	
010602/00	HI-LINE ELECTRICAL & MECH							
137 PO-150109	06/05/2015	10381745	1 01-0000-0-4300-112-0000-3600-007-000	NN P		53.79	53.79	
137 PO-150109	06/05/2015	10380568	1 01-0000-0-4300-112-0000-3600-007-000	NN P		501.07	501.07	
TOTAL PAYMENT AMOUNT			554.86 *				554.86	
017002/00	HOME DEPOT CREDIT SERVICES							
2625 PO-152205	06/05/2015	2084459	1 01-9472-0-4300-106-9620-2420-007-928	NN P		246.48	246.48	
2625 PO-152205	06/05/2015	2085109	1 01-9472-0-4300-106-9620-2420-007-928	NN F		47.88	44.34	
TOTAL PAYMENT AMOUNT			290.82 *				290.82	
017653/00	JONES SCHOOL SUPPLY CO. INC							
2524 PO-152123	06/05/2015	1305945	1 01-0000-0-4300-371-0000-2700-012-000	YN F		108.01	101.49	
TOTAL PAYMENT AMOUNT			101.49 *				101.49	
TOTAL USE TAX AMOUNT			8.12					
020090/00	JORDAN, MICHAEL							
2616 PO-152194	06/05/2015	reimb	1 01-0000-0-5800-472-1217-1000-014-000	NN F		129.60	129.60	
TOTAL PAYMENT AMOUNT			129.60 *				129.60	
016750/00	JUST SEND IT POSTAL CENTER							
314 PO-150276	06/05/2015	APRIL	1 01-5630-0-5800-601-1220-1000-017-000	NN F		227.00	400.00	
TOTAL PAYMENT AMOUNT			400.00 *				400.00	

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
015786/00		LERNER PUBLICATIONS			
2059 PO-151731	06/05/2015	1170121	1 01-0000-0-4200-103-0000-2420-003-371 NN F	268.37	268.37
2059 PO-151731	06/05/2015	1174439	1 01-0000-0-4200-103-0000-2420-003-371 NN F	21.96	16.11
2107 PO-151795	06/05/2015	1170536	1 01-6300-0-4200-371-1110-1000-012-000 NN F	329.10	327.57
			TOTAL PAYMENT AMOUNT	612.05 *	612.05
022230/00		MANAGED HEALTH NETWORK	[REDACTED]		
190 PO-150169	06/05/2015	3200068847	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
020428/00		MACLEOD, HARVEY			
2617 PO-152195	06/05/2015	REIMB	1 01-7405-0-5200-472-0000-2140-014-000 NN F	639.43	639.43
			TOTAL PAYMENT AMOUNT	639.43 *	639.43
011781/00		NEXTED			
1725 PO-151457	06/05/2015	538288	1 01-0000-0-5300-101-0000-7150-002-000 NN F	2,500.00	2,500.00
			TOTAL PAYMENT AMOUNT	2,500.00 *	2,500.00
017576/00		OFFICE DEPOT/BUS.SERVICES DIV			
2550 PO-152143	06/05/2015	772509952001	1 01-3010-0-4300-601-1220-1000-017-000 NN P	30.40	30.40
2550 PO-152143	06/05/2015	772509951001	1 01-3010-0-4300-601-1220-1000-017-000 NN P	10.31	10.31
2550 PO-152143	06/05/2015	772509948001	1 01-3010-0-4300-601-1220-1000-017-000 NN F	93.70	80.75
2558 PO-152146	06/05/2015	772511244001	1 01-6500-0-4300-102-5770-1110-002-000 NN F	74.06	77.21
			TOTAL PAYMENT AMOUNT	198.67 *	198.67
021050/00		PACHECO, SHAWNNA			
2615 PO-152199	06/05/2015	207.00	4 01-3410-0-5210-472-1110-1000-003-000 NN F	207.00	207.00
2615 PO-152199	06/05/2015	REIMB	2 01-6520-0-4300-472-5770-1110-003-982 NN F	50.90	50.90
2615 PO-152199	06/05/2015	REIMB	1 01-6520-0-5200-472-5770-1110-003-982 NN F	384.83	384.83
2615 PO-152199	06/05/2015	REIMB	3 01-6520-0-5210-472-5770-1110-003-982 NN F	395.89	395.89
			TOTAL PAYMENT AMOUNT	1,038.62 *	1,038.62

81 CENTER UNIFIED SCHOOL DIST.  
060515 2

ACCOUNTS PAYABLE PRELIST  
BATCH: 0081 06/05/2015  
FUND : 01 GENERAL FUND

J6173 APY500 H.02.05 06/03/15 PAGE 6  
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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num			
Req Reference	Date	Description	FD RESO P	OBJE SIT	GOAL FUNC	RES DEP T9MP	Liq Amt	Net Amount
014069/00	PLATT ELECTRIC SUPPLY INC							
2571 PO-152160	06/05/2015	G650032	1	01-8150-0-4300-106-0000-8110-007-000	NN P		358.56	358.56
TOTAL PAYMENT AMOUNT							358.56 *	358.56
022525/00	POST-IT LLC							
2335 PO-151953	06/05/2015	MAR	1	01-0000-0-5800-110-0000-7200-004-000	NN P		140.00	140.00
TOTAL PAYMENT AMOUNT							140.00 *	140.00
010315/00	SAC CO OFFICE OF ED FIN SVCS							
2602 PO-152178	06/05/2015	INV151308 S/E	1	01-6500-0-7142-102-5770-9200-002-000	NN F		207,475.00	207,475.00
TOTAL PAYMENT AMOUNT							207,475.00 *	207,475.00
010266/00	SACRAMENTO COUNTY UTILITIES							
2454 PO-152060	06/05/2015	50000918485	1	01-0000-0-5540-106-0000-8110-007-000	NN P		2,952.98	2,952.98
2454 PO-152060	06/05/2015	50000918556	1	01-0000-0-5540-106-0000-8110-007-000	NN P		344.39	344.39
2454 PO-152060	06/05/2015	50000918618	1	01-0000-0-5540-106-0000-8110-007-000	NN P		573.50	573.50
2454 PO-152060	06/05/2015	50008418859	1	01-0000-0-5540-106-0000-8110-007-000	NN P		202.73	202.73
TOTAL PAYMENT AMOUNT							4,073.60 *	4,073.60
021175/00	SHRED-IT USA LLC							
832 PO-150716	06/05/2015	9405812273	1	01-0000-0-5800-472-0000-2700-014-000	NN P		34.35	34.35
TOTAL PAYMENT AMOUNT							34.35 *	34.35
017883/00	SIMPLEXGRINNELL LP							
2630 PO-152208	06/05/2015	77817696	1	01-8150-0-5600-106-0000-8110-007-000	NN P		170.47	170.47
2630 PO-152208	06/05/2015	77817697	1	01-8150-0-5600-106-0000-8110-007-000	NN P		170.47	170.47
2630 PO-152208	06/05/2015	77817714	1	01-8150-0-5600-106-0000-8110-007-000	NN P		213.07	213.07
2630 PO-152208	06/05/2015	81349627	1	01-8150-0-5600-106-0000-8110-007-000	NN P		259.80	259.80
TOTAL PAYMENT AMOUNT							813.81 *	813.81
018967/00	SPRINT CUSTOMER SERVICE							
340 PO-150294	06/05/2015	81116315-162	1	01-0000-0-5903-101-0000-7150-002-000	NN P		54.94	54.94
743 PO-150637	06/05/2015	81116315-162 MAY	1	01-0000-0-5903-106-0000-8110-007-000	NN P		333.03	333.03
750 PO-150644	06/05/2015	81116315-162	1	01-0000-0-5902-115-0000-7700-007-000	NN P		85.34	85.34

81 CENTER UNIFIED SCHOOL DIST.  
060515 2

ACCOUNTS PAYABLE PRELIST  
BATCH: 0081 06/05/2015  
FUND : 01 GENERAL FUND

J6173 APY500 H.02.05 06/03/15 PAGE 7  
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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				
018967 (CONTINUED)							
751 PO-150655	06/05/2015	811116315-162	1 01-0000-0-5903-234-0000-2700-008-000 NN P			22.50	22.50
831 PO-150715	06/05/2015	811116315-162	1 01-0000-0-5903-472-0000-2700-014-000 NN P			22.50	22.50
889 PO-150756	06/05/2015	811116315-162	1 01-0000-0-5903-103-0000-2110-003-000 NN P			31.26	31.26
889 PO-150756	06/05/2015	811116315-162	1 01-0000-0-5903-103-0000-2110-003-000 NN P			73.39	73.39
TOTAL PAYMENT AMOUNT			622.96 *				622.96
019871/00 THE DISCOVERY SOURCE INC							
2027 PO-151708	06/05/2015	INV497	1 01-3010-0-4200-371-1110-1000-012-000 NN F			161.46	161.46
TOTAL PAYMENT AMOUNT			161.46 *				161.46
010519/00 TIM'S MUSIC							
2626 PO-152198	06/05/2015	M192391 192371	1 01-0000-0-5600-472-1262-1000-014-000 NN P			14.32	14.32
2626 PO-152198	06/05/2015	M192371 192373	1 01-0000-0-5600-472-1262-1000-014-000 NN F			68.76	68.76
TOTAL PAYMENT AMOUNT			83.08 *				83.08
016370/00 TWIN RIVERS UNIFIED SCH DIST							
2620 PO-152201	06/05/2015	152054	1 01-0000-0-5800-472-1110-1000-014-000 NN F			112.50	112.50
TOTAL PAYMENT AMOUNT			112.50 *				112.50
017313/00 XEROX							
1 PO-150001	06/05/2015	079419383	1 01-3010-0-5612-240-1110-1000-011-000 NN P			19.96	19.96
TOTAL PAYMENT AMOUNT			19.96 *				19.96
017584/00 ZORZI, ESTHER							
2595 PO-152182	06/05/2015	MAR MILEAGE	1 01-5630-0-5800-601-1220-1000-017-000 NN P			230.00	230.00
2595 PO-152182	06/05/2015	APR MILEAGE	1 01-5630-0-5800-601-1220-1000-017-000 NN F			195.50	195.50
TOTAL PAYMENT AMOUNT			425.50 *				425.50
TOTAL FUND PAYMENT			253,689.07 **				253,689.07
TOTAL USE TAX AMOUNT			8.12				

81 CENTER UNIFIED SCHOOL DIST.  
060515 2

ACCOUNTS PAYABLE PRELIST  
BATCH: 0081 06/05/2015  
FUND : 09 CHARTER SCHOOLS

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num		Liq Amt	Net Amount
Req Reference	Date	Description	FD RESO P	OBJE SIT	GOAL FUNC	RES DSP T9MP		
-----								
010669/00	ALHAMBRA & SIERRA SPRINGS							
2480 PO-152082	06/05/2015	4779099052615	2	09-0000-0-4300-501-1110-1000-016-000	NN P		28.87	28.87
2480 PO-152082	06/05/2015	4779099052615	1	09-0700-0-4300-503-0000-2700-018-000	NN P		86.63	86.63
TOTAL PAYMENT AMOUNT							115.50 *	115.50
011580/00	HERFF JONES INC							
2275 PO-151908	06/05/2015	717642	1	09-0000-0-5800-501-1110-1000-016-000	NN P		66.05	66.05
2275 PO-151908	06/05/2015	720518	1	09-0000-0-5800-501-1110-1000-016-000	NN F		81.89	83.34
TOTAL PAYMENT AMOUNT							149.39 *	149.39
TOTAL FUND PAYMENT							264.89 **	264.89

81 CENTER UNIFIED SCHOOL DIST.  
060515 2

ACCOUNTS PAYABLE PRELIST  
BATCH: 0081 06/05/2015  
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	Net Amount
016320/00	COLLIER, ALYSON						
2583 PO-152179	06/05/2015	REIMB	1	11-0025-0-5800-601-4130-1000-017-000	NN F	910.49	910.49
TOTAL PAYMENT AMOUNT				910.49 *			910.49
021816/00	STAYTON, PATRICIA E.						
2585 PO-152180	06/05/2015	REIMB	1	11-0030-0-4300-601-4130-1000-017-098	NN F	252.69	252.69
TOTAL PAYMENT AMOUNT				252.69 *			252.69
TOTAL FUND PAYMENT				1,163.18 **			1,163.18

ACCOUNTS PAYABLE PRELIST  
BATCH: 0081 06/05/2015  
FUND : 12 CHILD DEVELOPMEN FUND

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num							Liq Amt	Net Amount
Req Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP										
018143/00		CHILD DEVELOPMENT CENTERS INC											
947 PO-150818	06/05/2015	S030 APRIL	1 12-5025-0-5800-100-8500-1000-005-000 NN P									25,627.39	25,627.39
947 PO-150818	06/05/2015	S030APRIL	2 12-6105-0-5800-100-8500-1000-005-000 NN P									27,763.01	27,763.01
			TOTAL PAYMENT AMOUNT				53,390.40 *						53,390.40
			TOTAL FUND	PAYMENT			53,390.40 **						53,390.40



81 CENTER UNIFIED SCHOOL DIST.  
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ACCOUNTS PAYABLE PRELIST  
BATCH: 0081 06/05/2015  
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	06/05/2015	768715	1 13-5310-0-4400-108-0000-3700-007-000 NN P			3,107.32	3,107.32
164 PO-150150	06/05/2015	768714	1 13-5310-0-4400-108-0000-3700-007-000 NN P			3,204.52	3,204.52
TOTAL PAYMENT AMOUNT			6,311.84 *				6,311.84
017051/00	DAVIS, LAURA						
179 PO-150163	06/05/2015	APRIL-MAY	1 13-5310-0-5210-108-0000-3700-007-000 NN P			29.21	29.21
179 PO-150163	06/05/2015	FEB-APRIL	1 13-5310-0-5210-108-0000-3700-007-000 NN P			82.75	82.75
179 PO-150163	06/05/2015	DEC14-FEB15	1 13-5310-0-5210-108-0000-3700-007-000 NN P			43.65	43.65
TOTAL PAYMENT AMOUNT			155.61 *				155.61
011255/00	EARTHGRAINS BAKING CO INC						
2345 PO-151968	06/05/2015	64-01890-0300-04 DUDLEY	1 13-5310-0-4700-108-0000-3700-007-000 NN P			251.28	251.28
2345 PO-151968	06/05/2015	64-01891-0300-04	1 13-5310-0-4700-108-0000-3700-007-000 NN P			775.34	775.34
2345 PO-151968	06/05/2015	64-01893-0300-04	1 13-5310-0-4700-108-0000-3700-007-000 NN P			221.10	221.10
2345 PO-151968	06/05/2015	64-01894-0300-04 SP	1 13-5310-0-4700-108-0000-3700-007-000 NN P			150.58	150.58
2345 PO-151968	06/05/2015	64-19052-0300-04	1 13-5310-0-4700-108-0000-3700-007-000 NN P			570.21	570.21
2345 PO-151968	06/05/2015	64-19639-0300-04	1 13-5310-0-4700-108-0000-3700-007-000 NN P			191.59	191.59
TOTAL PAYMENT AMOUNT			2,160.10 *				2,160.10
022464/00	KASEY, LAURA						
178 PO-150162	06/05/2015	FEB APRIL	1 13-5310-0-5210-108-0000-3700-007-000 NN P			95.11	95.11
2608 PO-152190	06/05/2015	REIMB	1 13-5310-0-4300-108-0000-3700-007-000 NN F			35.60	35.60
TOTAL PAYMENT AMOUNT			130.71 *				130.71
015608/00	KNUTSON, KARI						
1173 PO-151011	06/05/2015	FEB-MAY	1 13-5310-0-5210-108-0000-3700-007-000 NN F			32.74	32.74
1173 PO-151011	06/05/2015	FEB-MAY	2 13-5310-0-5210-108-0000-3700-007-000 NN F			70.76	70.76
TOTAL PAYMENT AMOUNT			103.50 *				103.50
019993/00	PROPACIFIC FRESH						
160 PO-150146	06/05/2015	CHS-60270	1 13-5310-0-4700-108-0000-3700-007-000 NN P			5,863.76	5,863.76
160 PO-150146	06/05/2015	DUDLEY-60507	1 13-5310-0-4700-108-0000-3700-007-000 NN P			2,073.35	2,073.35
160 PO-150146	06/05/2015	NO COUNTRY 61169	1 13-5310-0-4700-108-0000-3700-007-000 NN P			1,317.82	1,317.82
160 PO-150146	06/05/2015	OAKHILL 61188	1 13-5310-0-4700-108-0000-3700-007-000 NN P			1,958.06	1,958.06
160 PO-150146	06/05/2015	SPINELLI 61883	1 13-5310-0-4700-108-0000-3700-007-000 NN P			878.71	878.71

81 CENTER UNIFIED SCHOOL DIST.  
060515 2

ACCOUNTS PAYABLE PRELIST  
BATCH: 0081 06/05/2015  
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	
-----								
019993	(CONTINUED)							
160	PO-150146	06/05/2015	WCR 62230	1 13-5310-0-4700-108-0000-3700-007-000	NN P	2,887.92	2,887.92	
TOTAL PAYMENT AMOUNT						14,979.62 *	14,979.62	
017936/00	SAJJAN, SIMAL							
2609	PO-152191	06/05/2015	REFUND	1 13-5310-0-8634-000-0000-0000-000-000	NN F	14.07	14.07	
TOTAL PAYMENT AMOUNT						14.07 *	14.07	
016043/00	SHELTONS UNLIMITED MECHANICAL							
165	PO-150151	06/05/2015	06-06 NUTRI	1 13-5310-0-5600-108-0000-3700-007-000	NN P	1,785.00	1,785.00	
TOTAL PAYMENT AMOUNT						1,785.00 *	1,785.00	
018967/00	SPRINT CUSTOMER SERVICE							
169	PO-150155	06/05/2015	811116315-162	1 13-5310-0-5903-108-0000-3700-007-000	NN P	1.02	1.02	
TOTAL PAYMENT AMOUNT						1.02 *	1.02	
TOTAL FUND PAYMENT						25,641.47 **	25,641.47	

81 CENTER UNIFIED SCHOOL DIST.  
060515 2

ACCOUNTS PAYABLE PRELIST  
BATCH: 0081 06/05/2015  
FUND : 14 DEFERRED MAINTENANCE FUND

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num			
Req Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP			Liq Amt	Net Amount	
016043/00		SHELTONS UNLIMITED MECHANICAL						
2483 PO-152085	06/05/2015	15-15246	2 14-0024-0-4300-106-9607-8110-007-000 NN F			372.05	372.05	
2483 PO-152085	06/05/2015	15-15246	1 14-0024-0-4400-106-9607-8110-007-000 NN F			1,038.15	1,038.15	
2483 PO-152085	06/05/2015	15-15246	3 14-0024-0-5600-106-9607-8110-007-000 NN F			843.00	843.00	
TOTAL PAYMENT AMOUNT			2,253.20 *				2,253.20	
TOTAL FUND PAYMENT			2,253.20 **				2,253.20	
TOTAL BATCH PAYMENT			336,402.21 ***			0.00	336,402.21	
TOTAL USE TAX AMOUNT			8.12					
TOTAL DISTRICT PAYMENT			336,402.21 ****			0.00	336,402.21	
TOTAL USE TAX AMOUNT			8.12					
TOTAL FOR ALL DISTRICTS:			336,402.21 ****			0.00	336,402.21	
TOTAL USE TAX AMOUNT			8.12					

Number of warrants to be printed: 62, not counting voids due to stub overflows.

81 CENTER UNIFIED SCHOOL DIST.  
061915

ACCOUNTS PAYABLE PRELIST

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Batch status: A All

From batch: 0082

To batch: 0082

Include Revolving Cash: Y

Include Address: N

81 CENTER UNIFIED SCHOOL DIST.  
061915

ACCOUNTS PAYABLE PRELIST  
BATCH: 0082 006/19/2015  
FUND : 01 GENERAL FUND

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<< Open >>

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num			
Req Reference	Date	Description	FD RESO P OBJE SIT	GOAL FUNC RES DEP T9MP	Liq Amt	Net Amount		
011636/00	1 # 1	TOUCH-SCREEN TABLET						
2619 PO-152196	06/19/2015	1201505	1	01-3010-0-5800-103-1110-1000-003-832	NN P	85.00	85.00	
TOTAL PAYMENT AMOUNT						85.00 *	85.00	
017749/00	1ACE TUTORING SERVICES INC							
2506 PO-152102	06/19/2015	201505/MAY	1	01-3010-0-5800-103-1110-1000-003-832	NN P	2,558.40	2,558.40	
TOTAL PAYMENT AMOUNT						2,558.40 *	2,558.40	
018388/00	123 MATH & READING							
2497 PO-152095	06/19/2015	20141504040	1	01-3010-0-5800-103-1110-1000-003-832	NN P	3,337.62	3,337.62	
2497 PO-152095	06/19/2015	20141503051	1	01-3010-0-5800-103-1110-1000-003-832	NN P	928.20	928.20	
TOTAL PAYMENT AMOUNT						4,265.82 *	4,265.82	
019053/00	A TOUCH OF UNDERSTANDING INC							
2670 PO-152241	06/19/2015	14-15-198	1	01-9601-0-5800-601-1110-1000-017-000	NN P	1,000.00	1,000.00	
2670 PO-152241	06/19/2015	14-15-192	1	01-9601-0-5800-601-1110-1000-017-000	NN P	1,500.00	1,500.00	
2670 PO-152241	06/19/2015	14-15-200	1	01-9601-0-5800-601-1110-1000-017-000	NN F	1,000.00	1,000.00	
TOTAL PAYMENT AMOUNT						3,500.00 *	3,500.00	
011802/00	A-Z BUS SALES INC.							
1724 PO-151456	06/19/2015	OI01814	1	01-0000-0-5800-112-0000-3600-007-000	NN P	237.73	237.73	
1724 PO-151456	06/19/2015	DI54807	1	01-0000-0-5800-112-0000-3600-007-000	NN P	42.57	42.57	
1724 PO-151456	06/19/2015	DI54926	1	01-0000-0-5800-112-0000-3600-007-000	NN P	233.28	233.28	
1724 PO-151456	06/19/2015	DI55033	1	01-0000-0-5800-112-0000-3600-007-000	NN F	443.62	420.06	
TOTAL PAYMENT AMOUNT						933.64 *	933.64	
010669/00	ALHAMBRA & SIERRA SPRINGS							
19 PO-150010	06/19/2015	4782453 060415	1	01-8150-0-4300-106-0000-8110-007-000	NN F	59.23	101.93	
413 PO-150358	06/19/2015	060615	1	01-0000-0-4300-105-0000-7200-005-000	NN P	45.67	45.67	
408 PO-150396	06/19/2015	4780794 060415	1	01-0000-0-4300-103-0000-7200-003-000	NN F	48.87	49.06	
408 PO-150396	06/19/2015	4780794 060415	2	01-6500-0-4300-102-5001-2700-002-000	NN P	49.06	49.06	
1978 PO-151664	06/19/2015	4781257	1	01-0000-0-4300-112-0000-3600-007-000	NN P	82.43	82.43	
2434 PO-152043	06/19/2015	4781839	1	01-0000-0-4300-475-3200-2700-015-000	NN P	28.29	28.29	
TOTAL PAYMENT AMOUNT						356.44 *	356.44	

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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	
017075/00	AMERICAN RIVER SPEECH INC.							
1673 PO-151413	06/19/2015	MAY	1	01-6500-0-5800-102-5750-1180-002-000	NN P	6,424.30	6,424.30	
TOTAL PAYMENT AMOUNT						6,424.30 *	6,424.30	
018533/00	ATKINSON ANDELSON LOYA RUDD							
2013 PO-151696	06/19/2015	476573	1	01-0000-0-5804-105-0000-7200-005-000	NE F	14,348.39	17,052.08	
TOTAL PAYMENT AMOUNT						17,052.08 *	17,052.08	
021604/00	ATLAS DISPOSAL INDUSTRIES							
23 PO-150014	06/19/2015	01-00010320(81107)	1	01-0000-0-5550-106-0000-8110-007-000	NN P	488.40	488.40	
23 PO-150014	06/19/2015	01-0149399(77788)	1	01-0000-0-5550-106-0000-8110-007-000	NN P	595.45	595.45	
23 PO-150014	06/19/2015	01-0149401(77790)	1	01-0000-0-5550-106-0000-8110-007-000	NN P	242.43	242.43	
23 PO-150014	06/19/2015	01-0149403(77792)	1	01-0000-0-5550-106-0000-8110-007-000	NN P	500.77	500.77	
23 PO-150014	06/19/2015	01-0149397(77786)	1	01-0000-0-5550-106-0000-8110-007-000	NN P	568.65	568.65	
23 PO-150014	06/19/2015	01-0149400(77789)	1	01-0000-0-5550-106-0000-8110-007-000	NN P	241.07	241.07	
23 PO-150014	06/19/2015	01-0149402(77791)	1	01-0000-0-5550-106-0000-8110-007-000	NN P	395.21	395.21	
23 PO-150014	06/19/2015	01-0149404(77793)	1	01-0000-0-5550-106-0000-8110-007-000	NN P	255.31	255.31	
23 PO-150014	06/19/2015	01-0149398(77787)	1	01-0000-0-5550-106-0000-8110-007-000	NN P	1,265.03	1,265.03	
23 PO-150014	06/19/2015	01-0001031(077377)	1	01-0000-0-5550-106-0000-8110-007-000	NN P	168.05	168.05	
TOTAL PAYMENT AMOUNT						4,720.37 *	4,720.37	
019504/00	B & H PHOTO-VIDEO							
2493 PO-152091	06/19/2015	97662672	1	01-6500-0-4300-102-5750-1110-002-000	NN F	48.94	48.94	
2525 PO-152121	06/19/2015	96424811	1	01-0000-0-4300-101-0000-7150-002-000	NN P	399.75	399.75	
2525 PO-152121	06/19/2015	96908218	1	01-0000-0-4300-101-0000-7150-002-000	NN F	108.35	108.35	
TOTAL PAYMENT AMOUNT						557.04 *	557.04	
015121/00	B.J. FLOORING INC							
1738 PO-151470	06/19/2015	2009381	1	01-9472-0-5600-106-9611-8110-007-928	NN F	3,489.00	3,687.00	
TOTAL PAYMENT AMOUNT						3,687.00 *	3,687.00	
021669/00	BAIONI, RON							
2633 PO-152214	06/19/2015	MILEAGE REIMB	1	01-3010-0-5210-371-0000-2700-012-000	NN F	19.55	19.55	
TOTAL PAYMENT AMOUNT						19.55 *	19.55	

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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
010442/00	BAR HEIN						
2502 PO-152101	06/19/2015	470970	1	01-0000-0-4300-106-0000-8110-007-000	NN P		194.94 194.94
2502 PO-152101	06/19/2015	472118	1	01-0000-0-4300-106-0000-8110-007-000	NN P		305.43 305.43
TOTAL PAYMENT AMOUNT							500.37 * 500.37
021235/00	BECKER, LEE ANN						
2390 PO-152010	06/19/2015	MAY	1	01-0000-0-5210-102-0000-3140-003-000	NN P		59.17 59.17
TOTAL PAYMENT AMOUNT							59.17 * 59.17
013988/00	BUTTES/CENTER STATE PIPE &						
1169 PO-150998	06/19/2015	S008462044.001	1	01-8150-0-4300-106-0000-8110-007-000	NN P		279.78 279.78
1169 PO-150998	06/19/2015	S008463787.001	1	01-8150-0-4300-106-0000-8110-007-000	NN P		51.84 51.84
TOTAL PAYMENT AMOUNT							331.62 * 331.62
010340/00	CA DEPT OF JUSTICE						
811 PO-150695	06/19/2015	101604	1	01-0000-0-5800-110-0000-7200-004-000	NN P		96.00 96.00
TOTAL PAYMENT AMOUNT							96.00 * 96.00
020540/00	CALIFORNIA AMERICAN WATER CO						
25 PO-150015	06/19/2015	1015-21001969.4541	1	01-0000-0-5540-106-0000-8110-007-000	NN P		160.38 160.38
25 PO-150015	06/19/2015	210019695896	1	01-0000-0-5540-106-0000-8110-007-000	NN P		67.73 67.73
TOTAL PAYMENT AMOUNT							228.11 * 228.11
019750/00	CAPITAL PROGRAM MGMT INC						
1897 PO-151596	06/19/2015	#5	2	01-6230-0-5800-106-9623-8500-007-000	NN P		3,139.50 3,139.50
TOTAL PAYMENT AMOUNT							3,139.50 * 3,139.50
021678/00	CAPITOL ACADEMY						
2669 PO-152240	06/19/2015	661 MAY	1	01-6500-0-5800-102-5750-1180-002-000	NN P		8,700.60 8,700.60
2669 PO-152240	06/19/2015	671 MAY	1	01-6500-0-5800-102-5750-1180-002-000	NN P		595.00 595.00
TOTAL PAYMENT AMOUNT							9,295.60 * 9,295.60

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
010575/00	CAPITOL CLUTCH & BRAKE INC.				
2200 PO-151857	06/19/2015	1356874/1360620	1 01-0000-0-4300-112-0000-3600-007-000 NN P	388.04	388.04
2200 PO-151857	06/19/2015	1358696/1358695	1 01-0000-0-4300-112-0000-3600-007-000 NN P	10.80	10.80
2200 PO-151857	06/19/2015	1356813	1 01-0000-0-4300-112-0000-3600-007-000 NN P	172.67	172.67
TOTAL PAYMENT AMOUNT				571.51 *	571.51
016082/00	CARMAZZI GLOBAL SOLUTIONS				
2694 PO-152261	06/19/2015	15-14473	1 01-0000-0-5800-103-0000-7200-003-000 NN F	288.75	288.75
TOTAL PAYMENT AMOUNT				288.75 *	288.75
022046/00	CARROT TOP INDUSTRIES				
2679 PO-152248	06/19/2015	26227000	1 01-0000-0-4300-112-0000-3600-007-000 NN F	169.32	169.32
TOTAL PAYMENT AMOUNT				169.32 *	169.32
021036/00	CCHAT CENTER				
218 PO-150408	06/19/2015	CENTER4-15	1 01-6500-0-5800-102-5750-1180-002-000 NN P	2,379.56	2,379.56
218 PO-150408	06/19/2015	CENTER5-15	1 01-6500-0-5800-102-5750-1180-002-000 NN P	2,504.80	2,504.80
TOTAL PAYMENT AMOUNT				4,884.36 *	4,884.36
016261/00	CEBULA RN, GAIL				
1622 PO-151370	06/19/2015	MILEAGE REIMB MAY-JUNE	1 01-0000-0-5210-102-0000-3140-003-000 NN P	54.75	54.75
TOTAL PAYMENT AMOUNT				54.75 *	54.75
010407/00	CENTER UNIFIED REVOLVING FUND				
2695 PO-152262	06/19/2015	CK4144 CAROLS.	1 01-0000-0-5800-115-9790-8200-007-000 NN F	3,994.99	3,994.99
TOTAL PAYMENT AMOUNT				3,994.99 *	3,994.99
022562/00	CHRISTIAN RILEY				
2659 PO-152234	06/19/2015	REIMB SUPPLIES	1 01-6500-0-4300-102-5750-1110-002-000 NN F	406.72	406.72
TOTAL PAYMENT AMOUNT				406.72 *	406.72



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Req Reference	Date	Description	FD RESO P	OBJE SIT	GOAL FUNC	RES DEP T9MP	Liq Amt Net Amount
015718/00	CUSTOM BENEFIT ADMINISTRATORS						
	PV-151086 06/19/2015 JUNE CBA		01-0000-0-9552-000-0000-0000-000	NN			390.00
		TOTAL PAYMENT AMOUNT		390.00 *			390.00
018271/00	DAVID F. O'KEEFE CO.						
	2544 PO-152134 06/19/2015 2198		1 01-0000-0-4300-475-3200-8110-015-000	NN F		355.88	355.88
		TOTAL PAYMENT AMOUNT		355.88 *			355.88
018951/00	DELL						
	2627 PO-152209 06/19/2015 XJPDPK2		1 01-6520-0-4300-472-5770-1110-003-000	NN F		102.59	102.59
	2643 PO-152210 06/19/2015 XJPDNJ4N2		1 01-6520-0-4400-472-5770-1110-003-000	NN F		128.51	128.51
		TOTAL PAYMENT AMOUNT		231.10 *			231.10
016681/00	DEPARTMENT OF INDUSTRIAL						
	27 PO-150080 06/19/2015 E1279308 SA		1 01-0000-0-5800-106-0000-8110-007-000	NN P		225.00	225.00
	27 PO-150080 06/19/2015 E1279310 SA		1 01-0000-0-5800-106-0000-8110-007-000	NN P		125.00	125.00
	27 PO-150080 06/19/2015 E1284791SA		1 01-0000-0-5800-106-0000-8110-007-000	NN P		125.00	125.00
		TOTAL PAYMENT AMOUNT		475.00 *			475.00
014003/00	DIVISION OF THE STATE						
	2702 PO-152265 06/19/2015 027022		1 01-0000-0-5800-106-0000-8200-007-000	NN F		75.28	75.28
		TOTAL PAYMENT AMOUNT		75.28 *			75.28
010336/00	ECOTECH PEST MANAGEMENT INC						
	28 PO-150016 06/19/2015 7797		1 01-0000-0-5500-106-0000-8110-007-000	NN P		712.00	712.00
		TOTAL PAYMENT AMOUNT		712.00 *			712.00
010408/00	FERRELLGAS						
	2680 PO-152249 06/19/2015 RNT5989993		1 01-0000-0-5600-112-0000-3600-007-000	NN F		12.00	12.00
		TOTAL PAYMENT AMOUNT		12.00 *			12.00

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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				
021764/00	FUTURE FORD OF SACRAMENTO							
486 PO-150418	06/19/2015	286596/CM286596		1 01-0000-0-4300-112-0000-3600-007-000 NN P			678.58	678.58
				TOTAL PAYMENT AMOUNT	678.58 *			678.58
021775/00	HD SUPPLY FACILITIES MAINT.							
45 PO-150031	06/19/2015	9137892769		1 01-8150-0-4300-106-0000-8110-007-000 NN P			182.50	182.50
				TOTAL PAYMENT AMOUNT	182.50 *			182.50
011441/00	HOGBACK PRESS							
2654 PO-152230	06/19/2015	15-3424		1 01-7405-0-4100-103-1110-1000-003-000 NN F			257.58	222.50
				TOTAL PAYMENT AMOUNT	222.50 *			222.50
017002/00	HOME DEPOT CREDIT SERVICES							
2392 PO-152012	06/19/2015	8273036		1 01-8150-0-4300-106-0000-8110-007-000 NN P			177.91	177.91
2392 PO-152012	06/19/2015	3024692		1 01-8150-0-4300-106-0000-8110-007-000 NN P			22.27	22.27
2392 PO-152012	06/19/2015	3024666		1 01-8150-0-4300-106-0000-8110-007-000 NN P			168.27	168.27
2392 PO-152012	06/19/2015	1280132		1 01-8150-0-4300-106-0000-8110-007-000 NN P			34.41	34.41
2392 PO-152012	06/19/2015	280149		1 01-8150-0-4300-106-0000-8110-007-000 NN P			361.88	361.88
2392 PO-152012	06/19/2015	6025404		1 01-8150-0-4300-106-0000-8110-007-000 NN P			107.42	107.42
2392 PO-152012	06/19/2015	3273235/6025442/6194949		1 01-8150-0-4300-106-0000-8110-007-000 NN P			46.26	46.26
2392 PO-152012	06/19/2015	6025460		1 01-8150-0-4300-106-0000-8110-007-000 NN P			17.71	17.71
2392 PO-152012	06/19/2015	7021030		1 01-8150-0-4300-106-0000-8110-007-000 NN P			84.61	84.61
2392 PO-152012	06/19/2015	8014784		1 01-8150-0-4300-106-0000-8110-007-000 NN P			32.31	32.31
2392 PO-152012	06/19/2015	2085109		1 01-8150-0-4300-106-0000-8110-007-000 NN P			108.80	108.80
2392 PO-152012	06/19/2015	1021747		1 01-8150-0-4300-106-0000-8110-007-000 NN P			43.06	43.06
2392 PO-152012	06/19/2015	273384		1 01-8150-0-4300-106-0000-8110-007-000 NN P			33.54	33.54
2392 PO-152012	06/19/2015	9021970		1 01-8150-0-4300-106-0000-8110-007-000 NN P			45.81	45.81
2392 PO-152012	06/19/2015	2084459		1 01-8150-0-4300-106-0000-8110-007-000 NN P			246.48	246.48
				TOTAL PAYMENT AMOUNT	1,530.74 *			1,530.74
022152/00	JBEILY, MARY							
2639 PO-152237	06/19/2015	April Mileage		1 01-6520-0-5210-472-5770-1110-003-000 NN F			32.63	32.63
				TOTAL PAYMENT AMOUNT	32.63 *			32.63

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Req Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP				
017069/00	JOSTENS						
2348 PO-151970	06/19/2015	17685336	2 01-0000-0-5800-472-1217-1000-014-000 NN F			1,592.52	1,592.52
			TOTAL PAYMENT AMOUNT	1,592.52 *			1,592.52
010609/00	KELLY MOORE PAINT CO						
2199 PO-151856	06/19/2015	202-00000313474	1 01-8150-0-4300-106-0000-8110-007-000 NN P			375.43	375.43
			TOTAL PAYMENT AMOUNT	375.43 *			375.43
021083/00	KIRK S. BRAINERD ARCHITECT						
2026 PO-151705	06/19/2015	1505-2	1 01-9472-0-5800-106-9620-8110-007-928 NY P			2,025.00	2,025.00
			TOTAL PAYMENT AMOUNT	2,025.00 *			2,025.00
010702/00	KLERITEC						
2631 PO-152212	06/19/2015	INV00209819	1 01-6300-0-4300-472-1110-1000-014-000 NN F			313.51	313.51
			TOTAL PAYMENT AMOUNT	313.51 *			313.51
011503/00	LAMON CONSTRUCTION CO.INC.						
2367 PO-151992	06/19/2015	123254 PARTIAL	1 01-9472-0-5600-106-9620-8110-007-928 NN P			14,249.05	14,249.05
			TOTAL PAYMENT AMOUNT	14,249.05 *			14,249.05
017899/00	LAWSON, BECKY						
2641 PO-152219	06/19/2015	MILEAGE REIMB	1 01-0000-0-5210-103-0000-2110-003-000 NN F			61.99	61.99
			TOTAL PAYMENT AMOUNT	61.99 *			61.99
021914/00	LOY MATTISON ENTERPRISES						
2151 PO-151810	06/19/2015	050115053115	1 01-0000-0-5902-106-0000-8110-007-000 NY P			393.75	393.75
			TOTAL PAYMENT AMOUNT	393.75 *			393.75
022406/00	MAXIM HEALTHCARE SERVICES INC						
1658 PO-151402	06/19/2015	3288780262	1 01-0000-0-5800-102-0000-3140-003-000 NN P			3,110.00	3,110.00
1658 PO-151402	06/19/2015	3278300262	1 01-0000-0-5800-102-0000-3140-003-000 NN P			2,839.60	2,839.60
1658 PO-151402	06/19/2015	3266630262	1 01-0000-0-5800-102-0000-3140-003-000 NN P			2,386.40	2,386.40

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
-----															
022406	(CONTINUED)														
1658	PO-151402	09/19/2015	3314770262	1	01-0000-0-5800-102-0000-3140-003-000	NN	P							2,603.20	2,603.20
				TOTAL PAYMENT AMOUNT	10,939.20	*									10,939.20
019059/00	MILLENNIUM TERMITE & PEST														
29	PO-150017	06/19/2015	TR-71099 MAY	1	01-0000-0-5500-106-0000-8110-007-000	NN	P							91.00	91.00
29	PO-150017	06/19/2015	TR-72628	1	01-0000-0-5500-106-0000-8110-007-000	NN	P							57.00	57.00
29	PO-150017	06/19/2015	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
020461/00	MITCHELL, CYNDY														
2590	PO-152174	06/19/2015	TRIP 526	1	01-0000-0-5800-112-0000-3600-007-000	NN	P							29.72	29.72
				TOTAL PAYMENT AMOUNT	29.72	*									29.72
015142/00	MITTS, CLAUDE														
2599	PO-152211	06/19/2015	MAY MILEAGE	1	01-5630-0-5800-601-1220-1000-017-000	NN	F							16.79	16.79
				TOTAL PAYMENT AMOUNT	16.79	*									16.79
020651/00	MUSICIAN'S FRIEND														
2306	PO-151943	06/19/2015	ARINV26086643	1	01-3010-0-4400-371-1110-1000-012-000	NN	P							43.00	43.00
2306	PO-151943	06/19/2015	ARINV26099866	1	01-3010-0-4400-371-1110-1000-012-000	NN	P							645.00	645.00
2306	PO-151943	06/19/2015	ARINV26647623	1	01-3010-0-4400-371-1110-1000-012-000	NN	F							321.80	317.13
				TOTAL PAYMENT AMOUNT	1,005.13	*									1,005.13
017315/00	NAPA AUTO PARTS - GENUINE AUTO														
69	PO-150040	06/19/2015	007451	1	01-0000-0-4300-112-0000-3600-007-000	NN	P							52.81	52.81
69	PO-150040	06/19/2015	163448	1	01-0000-0-4300-112-0000-3600-007-000	NN	P							428.37	428.37
69	PO-150040	06/19/2015	009423	1	01-0000-0-4300-112-0000-3600-007-000	NN	P							15.60	15.60
				TOTAL PAYMENT AMOUNT	496.78	*									496.78
016912/00	NATOMAS AUTOMOTIVE														
130	PO-150106	06/19/2015	18836	1	01-0000-0-5600-112-0000-3600-007-000	NN	P							78.20	78.20
130	PO-150106	06/19/2015	18786	1	01-0000-0-5600-112-0000-3600-007-000	NN	P							78.20	78.20
130	PO-150106	06/19/2015	18792	1	01-0000-0-5600-112-0000-3600-007-000	NN	P							59.95	59.95

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Req Reference	Date	Description		FD RESO P	OBJE SIT	GOAL FUNC	RES DEP T9MP				Liq Amt	Net Amount

016912 (CONTINUED)

130	PO-150106	06/19/2015	18782	1	01-0000-0-5600-112-0000-3600-007-000	NN P					89.90	89.90
130	PO-150106	06/19/2015	18804	1	01-0000-0-5600-112-0000-3600-007-000	NN P					69.95	69.95
130	PO-150106	06/19/2015	18866	1	01-0000-0-5600-112-0000-3600-007-000	NN P					68.20	68.20
130	PO-150106	06/19/2015	18848	1	01-0000-0-5600-112-0000-3600-007-000	NN P					69.95	69.95
TOTAL PAYMENT AMOUNT					514.35 *							514.35

010240/00 NORCAL LOCKSMITH SERVICES

2574	PO-152166	06/19/2015	12846	1	01-6500-0-5800-102-5001-2700-002-000	NN F					209.86	210.82
TOTAL PAYMENT AMOUNT					210.82 *							210.82

015787/00 O'REILLY AUTO PARTS

2353	PO-151979	06/19/2015	3558-334943	2	01-0000-0-4300-112-0000-3600-007-000	NN P					11.10	11.10
2353	PO-151979	06/19/2015	334975	2	01-0000-0-4300-112-0000-3600-007-000	NN P					65.06	65.06
2353	PO-151979	06/19/2015	335079	2	01-0000-0-4300-112-0000-3600-007-000	NN P					5.61	5.61
2353	PO-151979	06/19/2015	335138/8335648	2	01-0000-0-4300-112-0000-3600-007-000	NN P					41.03	41.03
2353	PO-151979	06/19/2015	335639	2	01-0000-0-4300-112-0000-3600-007-000	NN P					80.84	80.84
2353	PO-151979	06/19/2015	336878	2	01-0000-0-4300-112-0000-3600-007-000	NN P					44.99	44.99
2353	PO-151979	06/19/2015	337802	2	01-0000-0-4300-112-0000-3600-007-000	NN P					32.39	32.39
2353	PO-151979	06/19/2015	337883	2	01-0000-0-4300-112-0000-3600-007-000	NN P					423.06	423.06
2353	PO-151979	06/19/2015	338267	2	01-0000-0-4300-112-0000-3600-007-000	NN P					56.34	56.34
2353	PO-151979	06/19/2015	338269	2	01-0000-0-4300-112-0000-3600-007-000	NN P					43.15	43.15
2353	PO-151979	06/19/2015	338354	2	01-0000-0-4300-112-0000-3600-007-000	NN P					14.05	14.05
2353	PO-151979	06/19/2015	338366	2	01-0000-0-4300-112-0000-3600-007-000	NN P					6.47	6.47
2353	PO-151979	06/19/2015	338996	2	01-0000-0-4300-112-0000-3600-007-000	NN P					17.06	17.06
2353	PO-151979	06/19/2015	339007	2	01-0000-0-4300-112-0000-3600-007-000	NN P					13.22	13.22
2353	PO-151979	06/19/2015	339047	2	01-0000-0-4300-112-0000-3600-007-000	NN P					14.76	14.76
2353	PO-151979	06/19/2015	339276/8339281	2	01-0000-0-4300-112-0000-3600-007-000	NN P					55.89	55.89
2353	PO-151979	06/19/2015	339277	2	01-0000-0-4300-112-0000-3600-007-000	NN P					14.05	14.05
2353	PO-151979	06/15/2019	339285	2	01-0000-0-4300-112-0000-3600-007-000	NN P					29.53	29.53
2353	PO-151979	06/19/2015	339354	2	01-0000-0-4300-112-0000-3600-007-000	NN P					59.40	59.40
TOTAL PAYMENT AMOUNT					1,028.00 *							1,028.00

017576/00 OFFICE DEPOT/BUS.SERVICES DIV

1572	PO-151833	06/19/2015	764298466001	1	01-6500-0-4300-102-5750-1110-002-000	NN P					16.44	16.44
1572	PO-151833	06/19/2015	76298467001	1	01-6500-0-4300-102-5750-1110-002-000	NN P					32.38	32.38
2534	PO-152129	06/19/2015	771565225001	1	01-5630-0-4300-601-1220-1000-017-000	NN P					39.90	39.90
2534	PO-152129	06/19/2015	771565226001	1	01-5630-0-4300-601-1220-1000-017-000	NN F					19.22	19.22
TOTAL PAYMENT AMOUNT					107.94 *							107.94

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Req Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP	Liq Amt	Net Amount		
011822/00	OLARIU, STEFAN						
2681 PO-152250	06/19/2015	TRIP 647	1 01-0000-0-5600-112-0000-3600-007-000 NN P	14.62	14.62		
TOTAL PAYMENT AMOUNT				14.62 *		14.62	
019252/00	PEARSON EDUCATION INC.						
2428 PO-152039	06/19/2015	BK76884294	1 01-7405-0-4100-103-1110-1000-003-000 NN F	114.75	70.79		
TOTAL PAYMENT AMOUNT				70.79 *		70.79	
016692/00	PERFORMANCE CHEVROLET						
1469 PO-151251	06/19/2015	555959	1 01-0000-0-4300-112-0000-3600-007-000 NN P	96.51	96.51		
1469 PO-151251	06/19/2015	556001	1 01-0000-0-4300-112-0000-3600-007-000 NN P	96.51	96.51		
TOTAL PAYMENT AMOUNT				193.02 *		193.02	
011345/00	PLACER LEARNING CENTER						
2090 PO-151763	06/19/2015	MAY	1 01-6500-0-5800-102-5750-1180-002-000 NN P	9,041.80	9,041.80		
TOTAL PAYMENT AMOUNT				9,041.80 *		9,041.80	
014069/00	PLATT ELECTRIC SUPPLY INC						
2511 PO-152103	06/19/2015	G854743	1 01-8150-0-4300-106-0000-8110-007-000 NN F	803.86	124.95		
2690 PO-152260	06/19/2015	G944349	1 01-9115-0-4300-115-0000-7700-007-000 NN F	212.10	212.10		
TOTAL PAYMENT AMOUNT				337.05 *		337.05	
021401/00	PRACTI-CAL INC						
2653 PO-152229	06/19/2015	31266	1 01-5640-0-5800-103-0000-3140-003-000 NN P	5,756.00	5,756.00		
2653 PO-152229	06/19/2015	31381	1 01-5640-0-5800-103-0000-3140-003-000 NN P	482.16	482.16		
2653 PO-152229	06/19/2015	31554	1 01-5640-0-5800-103-0000-3140-003-000 NN P	24.21	24.21		
2653 PO-152229	06/19/2015	31661	1 01-5640-0-5800-103-0000-3140-003-000 NN P	238.64	238.64		
2653 PO-152229	06/19/2015	31876	1 01-5640-0-5800-103-0000-3140-003-000 NN P	142.40	142.40		
2653 PO-152229	06/19/2015	31946	1 01-5640-0-5800-103-0000-3140-003-000 NN P	142.83	142.83		
2653 PO-152229	06/19/2015	32018	1 01-5640-0-5800-103-0000-3140-003-000 NN P	303.76	303.76		
2653 PO-152229	06/19/2015	32092	1 01-5640-0-5800-103-0000-3140-003-000 NN P	358.58	358.58		
2653 PO-152229	06/19/2015	32159	1 01-5640-0-5800-103-0000-3140-003-000 NN F	369.82	369.82		
TOTAL PAYMENT AMOUNT				7,818.40 *		7,818.40	

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Req Reference	Date	Description	FD	RESO	P	OBJE	SIT	GOAL	FUNC	RES	DEP	T9MP	Liq Amt	Net Amount
021194/00		PRUDENTIAL OVERALL SUPPLY INC												
133	PO-150070	06/19/2015	180216338	1	01-0000-0-5600-112-0000-3600-007-000	NN	P						60.99	60.99
133	PO-150070	06/19/2015	180216944	1	01-0000-0-5600-112-0000-3600-007-000	NN	P						60.99	60.99
133	PO-150070	06/19/2015	18217546	1	01-0000-0-5600-112-0000-3600-007-000	NN	P						60.99	60.99
133	PO-150070	06/19/2015	180214450	1	01-0000-0-5600-112-0000-3600-007-000	NN	P						60.99	60.99
133	PO-150070	06/19/2015	180211487	1	01-0000-0-5600-112-0000-3600-007-000	NN	P						60.99	60.99
TOTAL PAYMENT AMOUNT													304.95 *	304.95
019976/00		RAMIREZ, TRACY LAFAY												
2664	PO-152239	06/19/2015	REIMB	1	01-6500-0-5200-102-5001-2700-002-000	NN	F						780.79	780.79
TOTAL PAYMENT AMOUNT													780.79 *	780.79
014245/00		RAY, CANDACE												
2634	PO-152218	06/19/2015	REIMB	1	01-6300-0-4300-371-1110-1000-012-000	NN	F						208.50	208.50
TOTAL PAYMENT AMOUNT													208.50 *	208.50
011238/00		RELIABLE TIRE												
356	PO-150308	06/19/2015	126297	1	01-0000-0-4300-112-0000-3600-007-000	NN	P						812.55	812.55
356	PO-150308	06/19/2015	125995	1	01-0000-0-4300-112-0000-3600-007-000	NN	P						86.83	86.83
TOTAL PAYMENT AMOUNT													899.38 *	899.38
010627/00		RIVERVIEW INTERNATIONAL TRUCKS												
1716	PO-151449	06/19/2015	864502	1	01-0000-0-5600-112-0000-3600-007-000	NN	P						411.65	411.65
1716	PO-151449	06/19/2015	864260	1	01-0000-0-5600-112-0000-3600-007-000	NN	P						595.21	595.21
1716	PO-151449	06/19/2015	229946	1	01-0000-0-5600-112-0000-3600-007-000	NN	P						315.00	315.00
TOTAL PAYMENT AMOUNT													1,321.86 *	1,321.86
010315/00		SAC CO OFFICE OF ED FIN SVCS												
2655	PO-152238	06/19/2015	151308	1	01-6500-0-7142-102-5770-9200-002-000	NN	F						202,650.00	202,650.00
TOTAL PAYMENT AMOUNT													202,650.00 *	202,650.00



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Req Reference	Date	Description	FD RESO P	OBJE SIT	GOAL FUNC	RES DEP T9MP	Liq Amt	Net Amount
010552/00	SAC VAL JANITORIAL							
2391 PO-152011	06/19/2015	10138701	1	01-0000-0-9320-000-0000-0000-000-000	NN P		224.73	224.73
2391 PO-152011	06/19/2015	10138704	1	01-0000-0-9320-000-0000-0000-000-000	NN P		175.65	175.65
2391 PO-152011	06/19/2015	10137848	1	01-0000-0-9320-000-0000-0000-000-000	NN P		4,994.58	4,994.58
2391 PO-152011	06/19/2015	10139082	1	01-0000-0-9320-000-0000-0000-000-000	NN P		107.95	107.95
2391 PO-152011	06/19/2015	10139807	1	01-0000-0-9320-000-0000-0000-000-000	NN P		462.24	462.24
2391 PO-152011	06/19/2015	10139607	1	01-0000-0-9320-000-0000-0000-000-000	NN P		2,430.00	2,430.00
2391 PO-152011	06/19/2015	10139720	1	01-0000-0-9320-000-0000-0000-000-000	NN P		154.35	154.35
			TOTAL PAYMENT AMOUNT		8,549.50 *			8,549.50
015769/00	SACRAMENTO COUNTY OFFICE OF ED							
2650 PO-152226	06/19/2015	151577 CCSS	1	01-7405-0-5200-103-0000-2130-003-000	NN F		500.00	500.00
			TOTAL PAYMENT AMOUNT		500.00 *			500.00
010266/00	SACRAMENTO COUNTY UTILITIES							
2454 PO-152060	06/19/2015	50000185866	1	01-0000-0-5540-106-0000-8110-007-000	NN P		727.08	727.08
			TOTAL PAYMENT AMOUNT		727.08 *			727.08
016337/00	SAECHOA, MUANG							
2671 PO-152242	06/19/2015	MILEAGE APR. MAY	1	01-6500-0-5800-102-5770-3600-002-000	NN F		437.00	437.00
			TOTAL PAYMENT AMOUNT		437.00 *			437.00
013973/00	SAMBA SAFETY							
66 PO-150038	06/19/2015	6137-201505	1	01-0000-0-4300-112-0000-3600-007-000	NN F		42.61	59.77
			TOTAL PAYMENT AMOUNT		59.77 *			59.77
010041/00	SAN JUAN UNIFIED SCHOOL DIST							
2678 PO-152247	06/19/2015	TRAP CLEANING 06/03/15	1	01-0000-0-5800-112-0000-3600-007-000	NN F		450.00	450.00
			TOTAL PAYMENT AMOUNT		450.00 *			450.00
016923/00	SCHOOL ENERGY COALITION							
2051 PO-151722	06/19/2015	03/17-SEC-3	1	01-8150-0-5200-106-0000-8110-007-000	NN F		250.00	250.00
			TOTAL PAYMENT AMOUNT		250.00 *			250.00

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Req Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP					
018297/00	SCHOOL SERVICES OF CALIFORNIA							
2056 PO-151727	06/19/2015	WO86375-IN	1 01-0000-0-5200-105-0000-7200-005-000 NN F			310.00	155.00	
TOTAL PAYMENT AMOUNT			155.00 *				155.00	
014786/00	SCHOOL SPECIALTY							
2533 PO-152165	06/19/2015	208114353841	1 01-5630-0-4300-601-1220-1000-017-000 NN F			13.08	13.08	
TOTAL PAYMENT AMOUNT			13.08 *				13.08	
010492/00	SCHOOL TECH INC							
2142 PO-151815	06/19/2015	592689	2 01-0000-0-4300-371-1110-1000-012-000 NN F			158.65	158.65	
TOTAL PAYMENT AMOUNT			158.65 *				158.65	
011500/00	SCHOOLS INSURANCE AUTHORITY							
PV-151085	06/19/2015	SIA DELTA DENTAL	01-0000-0-9552-000-0000-0000-000 NN				45,478.03	
TOTAL PAYMENT AMOUNT			45,478.03 *				45,478.03	
015240/00	SF CABLE							
2705 PO-152264	06/19/2015	283145	1 01-9115-0-4300-115-0000-7700-007-000 NN P			295.62	295.62	
2705 PO-152264	06/19/2015	283373	1 01-9115-0-4300-115-0000-7700-007-000 NN F			41.24	41.24	
TOTAL PAYMENT AMOUNT			336.86 *				336.86	
017883/00	SIMPLEXGRINNELL LP							
47 PO-150033	06/19/2015	77817715	1 01-8150-0-5800-106-0000-8110-007-000 NN P			170.47	170.47	
47 PO-150033	06/19/2015	81231659	1 01-8150-0-5800-106-0000-8110-007-000 NN P			516.00	516.00	
1991 PO-151675	06/19/2015	81349106	1 01-8150-0-4300-106-0000-8110-007-000 NN P			42.55	42.55	
1991 PO-151675	06/19/2015	81345635	1 01-8150-0-4300-106-0000-8110-007-000 NN P			42.55	42.55	
1991 PO-151675	06/19/2015	81345637	1 01-8150-0-4300-106-0000-8110-007-000 NN P			17.02	17.02	
TOTAL PAYMENT AMOUNT			788.59 *				788.59	
010263/00	SMUD							
31 PO-150019	06/19/2015	MAY	1 01-0000-0-5530-106-0000-8110-007-000 NN P			49,496.70	49,496.70	
TOTAL PAYMENT AMOUNT			49,496.70 *				49,496.70	

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Req Reference	Date	Description	FD RESO	P OBJE	SIT GOAL	FUNC RES	DEP T9MP	Liq Amt	Net Amount
014558/00	SPURR								
34	PO-150022	06/19/2015	64492	1	01-0000-0-5520-106-0000-8110-007-000	NN	P	1,523.76	1,523.76
TOTAL PAYMENT AMOUNT								1,523.76 *	1,523.76
020252/00	STAPLES ADVANTAGE								
2271	PO-151938	06/19/2015	3263489569	1	01-5640-0-4300-601-9728-3140-017-086	NN	F	36.69	38.85
TOTAL PAYMENT AMOUNT								38.85 *	38.85
014079/00	THYSSENKRUPP ELEVATOR CORP								
2682	PO-152251	06/19/2015	3001844539	1	01-0000-0-5600-106-0000-8110-007-000	NN	P	962.56	962.56
2682	PO-152251	06/19/2015	3001846752	1	01-0000-0-5600-106-0000-8110-007-000	NN	F	161.84	161.84
TOTAL PAYMENT AMOUNT								1,124.40 *	1,124.40
010139/00	TROXELL COMMUNICATIONS INC								
2565	PO-152152	06/19/2015	838801	1	01-9115-0-4400-115-0000-7700-007-000	NN	P	6,723.00	6,723.00
2565	PO-152152	06/19/2015	838809	1	01-9115-0-4400-115-0000-7700-007-000	NN	P	72,010.81	72,010.81
TOTAL PAYMENT AMOUNT								78,733.81 *	78,733.81
016370/00	TWIN RIVERS UNIFIED SCH DIST								
1026	PO-150877	06/19/2015	152297	1	01-0000-0-5801-105-0000-8300-005-000	NN	P	11,250.00	11,250.00
2652	PO-152228	06/19/2015	152056	1	01-0000-0-4300-475-3200-2700-015-000	NN	F	180.00	180.00
2703	PO-152256	06/19/2015	152300	1	01-0000-0-5800-472-0000-8300-014-000	NN	F	1,710.00	1,710.00
2704	PO-152257	06/19/2015	152299	1	01-0000-0-5800-371-0000-8300-012-000	NN	F	45.00	45.00
TOTAL PAYMENT AMOUNT								13,185.00 *	13,185.00
022179/00	US HEALTHWORKS								
2435	PO-152046	06/19/2015	2709095-CA	1	01-0000-0-5800-110-0000-7200-004-000	NN	P	28.00	28.00
2435	PO-152046	06/19/2015	2707694-CA	1	01-0000-0-5800-110-0000-7200-004-000	NN	P	99.00	99.00
2435	PO-152046	06/19/2015	2712465-CA	1	01-0000-0-5800-110-0000-7200-004-000	NN	P	28.00	28.00
2435	PO-152046	06/19/2015	2715546-CA	1	01-0000-0-5800-110-0000-7200-004-000	NN	P	56.00	56.00
TOTAL PAYMENT AMOUNT								211.00 *	211.00

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Req Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP	Liq Amt	Net Amount		
015191/00	WACHOB, CYNTHIA						
2646 PO-152222	06/19/2015	MILEAGE REIMB	1 01-6500-0-5210-102-5060-2110-002-000 NN F	132.25	132.25		
TOTAL PAYMENT AMOUNT				132.25 *		132.25	
014586/00	WILLIAMS SCOTSMAN						
1808 PO-151528	06/19/2015	98331239	1 01-9472-0-5600-106-9620-8110-007-928 NN F	38,855.84	38,855.84		
TOTAL PAYMENT AMOUNT				38,855.84 *		38,855.84	
022348/00	WILSON, SHERRY						
1989 PO-151670	06/19/2015	TRIP 607	1 01-0000-0-5800-112-0000-3600-007-000 NN P	13.71	13.71		
TOTAL PAYMENT AMOUNT				13.71 *		13.71	
019496/00	WISE, SANDY						
2635 PO-152215	06/19/2015	FISH TANK SUPPLIES REIMB	1 01-0000-0-4300-371-1110-1000-012-000 NN F	73.60	73.60		
2636 PO-152216	06/19/2015	BOOKFAIR REIMB	1 01-0000-0-4300-371-1110-1000-012-000 NN F	17.51	17.51		
TOTAL PAYMENT AMOUNT				91.11 *		91.11	
014397/00	WORKABILITY REGION 4						
2658 PO-152233	06/19/2015	EGUSD	1 01-6520-0-5800-472-5770-1110-003-000 NN F	50.00	50.00		
TOTAL PAYMENT AMOUNT				50.00 *		50.00	
017313/00	XEROX						
622 PO-150534	06/19/2015	300259559	1 01-0000-0-5800-115-9790-8200-007-000 NN P	40,648.47	40,648.47		
622 PO-150534	06/19/2015	300259398	1 01-0000-0-5800-115-9790-8200-007-000 NN P	510.31	510.31		
746 PO-150640	06/19/2015	300259559	1 01-7220-0-5612-472-1110-1000-014-000 NN P	100.00	100.00		
1212 PO-151031	06/19/2015	300259559	1 01-6500-0-5612-102-5001-2700-002-000 NN P	50.00	50.00		
1815 PO-151531	06/19/2015	300259559	1 01-0000-0-9320-000-0000-0000-000-000 NN F	533.04	625.84		
1940 PO-151633	06/19/2015	300259559	1 01-0000-0-5612-472-1215-1000-014-000 NN P	100.00	100.00		
2310 PO-151971	06/19/2015	300259559	1 01-0000-0-4300-115-0000-7700-007-000 NN F	173.66	121.10		
TOTAL PAYMENT AMOUNT				42,155.72 *		42,155.72	

81 CENTER UNIFIED SCHOOL DIST.  
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ACCOUNTS PAYABLE PRELIST  
BATCH: 0082 006/19/2015  
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
018924/00	YEE, MELVIN						
2645 PO-152221	06/19/2015	REIMB	2	01-6500-0-4300-102-5770-1110-002-000	NN F		43.58 43.58
2645 PO-152221	06/19/2015	REIMB	1	01-6500-0-5210-102-5001-2700-002-000	NN F		30.04 30.04
TOTAL PAYMENT AMOUNT						73.62 *	73.62
TOTAL FUND PAYMENT						629,184.12 **	629,184.12

81 CENTER UNIFIED SCHOOL DIST.  
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ACCOUNTS PAYABLE PRELIST  
BATCH: 0082 006/19/2015  
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
-----									
017313/00	XEROX								
1217 PO-151036	06/19/2015	300259559		1	09-0000-0-5612-501-0000-2700-016-000	NN P			20.00 20.00
1217 PO-151036	06/19/2015	300259559		2	09-0000-0-5612-501-1110-1000-016-000	NN P			80.00 80.00
TOTAL PAYMENT AMOUNT					100.00 *				100.00
TOTAL FUND PAYMENT					100.00 **				100.00

81 CENTER UNIFIED SCHOOL DIST.  
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ACCOUNTS PAYABLE PRELIST  
BATCH: 0082 006/19/2015  
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
-----								
022491/00	APEX LEARNING							
2604 PO-152187	06/19/2015	SOINV00054515	2	11-0030-0-5800-601-4130-1000-017-000	NN F		204.00	204.00
2604 PO-152187	06/19/2015	SOINV00054515	1	11-3913-0-5800-601-4130-1000-017-000	NN F		1,296.00	1,328.73
TOTAL PAYMENT AMOUNT				1,532.73	*			1,532.73
016106/00	BERGER, CHRISTINE							
2656 PO-152231	06/19/2015	REIMB	1	11-0030-0-4300-601-4130-1000-017-000	NN F		79.03	79.03
TOTAL PAYMENT AMOUNT				79.03	*			79.03
018951/00	DELL							
2438 PO-152044	06/19/2015	XJNWJD3P9	2	11-3905-0-4400-601-4130-1000-017-000	NN F		877.83	869.90
2438 PO-152044	06/19/2015	XJNWJD3P9	1	11-3926-0-4400-601-4130-1000-017-000	NN F		877.83	869.90
TOTAL PAYMENT AMOUNT				1,739.80	*			1,739.80
015800/00	DISCOUNT SCHOOL SUPPLY							
2592 PO-152176	06/19/2015	D21038660101	1	11-0030-0-4300-601-4130-1000-017-000	NN F		22.57	23.13
TOTAL PAYMENT AMOUNT				23.13	*			23.13
020252/00	STAPLES ADVANTAGE							
2271 PO-151938	06/19/2015	3262709383	2	11-0030-0-4300-601-4130-1000-017-000	NN P		14.04	14.04
2271 PO-151938	06/19/2015	3262931019	2	11-0030-0-4300-601-4130-1000-017-000	NN P		22.65	22.65
2271 PO-151938	06/19/2015	3263271389	2	11-0030-0-4300-601-4130-1000-017-000	NN F		64.95	19.18
TOTAL PAYMENT AMOUNT				55.87	*			55.87
017313/00	XEROX							
748 PO-150642	06/19/2015	300259559	1	11-0030-0-5612-601-4130-1000-017-000	NN P		25.00	25.00
TOTAL PAYMENT AMOUNT				25.00	*			25.00
TOTAL FUND			PAYMENT	3,455.56	**			3,455.56

81 CENTER UNIFIED SCHOOL DIST.  
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ACCOUNTS PAYABLE PRELIST  
BATCH: 0082 006/19/2015  
FUND : 13 CAFETERIA FUND

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num			
Req Reference	Date	Description	FD RESO P	OBJE SIT	GOAL FUNC	RES DEP T9MP	Liq Amt	Net Amount
020098/00	BIG TRAY							
164	PO-150150	06/19/2015	769421/CR768714	1	13-5310-0-4400-108-0000-3700-007-000	NN P	779.65	779.65
TOTAL PAYMENT AMOUNT							779.65 *	779.65
019731/00	DELGADO, MONICA							
2674	PO-152245	06/19/2015	REFUND	1	13-5310-0-8634-000-0000-0000-000-000	NN F	17.75	17.75
TOTAL PAYMENT AMOUNT							17.75 *	17.75
022364/00	HEARTLAND SCHOOL SOLUTIONS							
170	PO-150156	06/19/2015	HSS0000027771	1	13-5310-0-5300-108-0000-3700-007-000	NN F	249.80	388.80
TOTAL PAYMENT AMOUNT							388.80 *	388.80
015730/00	ISITE SOFTWARE							
2661	PO-152236	06/19/2015	2015768	1	13-5310-0-5800-108-0000-3700-007-000	NN F	990.00	990.00
TOTAL PAYMENT AMOUNT							990.00 *	990.00
014191/00	JONES, COLLEEN							
2672	PO-152243	06/19/2015	Refund	1	13-5310-0-8634-000-0000-0000-000-000	NN F	19.00	19.00
TOTAL PAYMENT AMOUNT							19.00 *	19.00
022464/00	KASEY, LAURA							
2660	PO-152235	06/19/2015	REIMB	2	13-5310-0-4400-108-0000-3700-007-000	NN F	403.56	403.56
2660	PO-152235	06/19/2015	REIMB	1	13-5310-0-4700-108-0000-3700-007-000	NN F	49.60	49.60
TOTAL PAYMENT AMOUNT							453.16 *	453.16
017267/00	LASER AGE							
2675	PO-152246	06/19/2015	79432	1	13-5310-0-4300-108-0000-3700-007-000	NN F	117.72	117.72
TOTAL PAYMENT AMOUNT							117.72 *	117.72



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
016000/00	MCBANE NEHER, SHERRITY				
2673 PO-152244	06/19/2015	REFUND	1 13-5310-0-8634-000-0000-0000-000 NN F	253.27	253.27
TOTAL PAYMENT AMOUNT				253.27 *	253.27
021194/00	PRUDENTIAL OVERALL SUPPLY INC				
163 PO-150149	06/19/2015	180216337	1 13-5310-0-5800-108-0000-3700-007-000 NN P	73.39	73.39
163 PO-150149	06/19/2015	180216943	1 13-5310-0-5800-108-0000-3700-007-000 NN P	45.56	45.56
163 PO-150149	06/19/2015	180214449	1 13-5310-0-5800-108-0000-3700-007-000 NN P	73.39	73.39
163 PO-150149	06/19/2015	180217545	1 13-5310-0-5800-108-0000-3700-007-000 NN P	45.56	45.56
TOTAL PAYMENT AMOUNT				237.90 *	237.90
016043/00	SHELTONS UNLIMITED MECHANICAL [REDACTED]				
165 PO-150151	06/19/2015	15-15429	1 13-5310-0-5600-108-0000-3700-007-000 NN P	4,200.00	4,200.00
TOTAL PAYMENT AMOUNT				4,200.00 *	4,200.00
011422/00	SYSCO OF SAN FRANCISCO				
158 PO-150144	06/19/2015	1658853PUCB	1 13-5310-0-4700-108-0000-3700-007-000 NN P	87.72	87.72
158 PO-150144	06/19/2015	1652108PUCB	1 13-5310-0-4700-108-0000-3700-007-000 NN P	56.03	56.03
TOTAL PAYMENT AMOUNT				143.75 *	143.75
TOTAL FUND				PAYMENT	7,601.00 **
					7,601.00

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**Number of warrants to be printed: 120, not counting voids due to stub overflows.**

81 CENTER UNIFIED SCHOOL DIST.  
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ACCOUNTS PAYABLE PRELIST

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Batch status: A All

From batch: 0084

To batch: 0084

Include Revolving Cash: Y

Include Address: N

81 CENTER UNIFIED SCHOOL DIST.  
0622

ACCOUNTS PAYABLE PRELIST  
BATCH: 0084 062215  
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
010002/00	ALDAR ACADEMY						
2722 PO-152286	06/22/2015	MAY2015	1	01-6500-0-5800-102-5750-1180-002-000	NN F	3,431.76	3,431.76
TOTAL PAYMENT AMOUNT				3,431.76 *			3,431.76
021763/00	ALL STAR RENTS						
2461 PO-152066	06/22/2015	CLOSE PER KR	1	01-8150-0-5600-106-0000-8110-007-000	NN C	363.11	0.00
TOTAL PAYMENT AMOUNT				0.00 *			0.00
016011/00	APPLIED SCHOLASTICS						
2719 PO-152284	06/22/2015	KC150404CTR	1	01-3010-0-5800-103-1110-1000-003-832	NN P	650.00	650.00
TOTAL PAYMENT AMOUNT				650.00 *			650.00
019500/00	AVID CENTER						
2545 PO-152140	06/22/2015	93656	1	01-3010-0-5800-103-1110-1000-003-822	NN F	7,170.00	7,170.00
TOTAL PAYMENT AMOUNT				7,170.00 *			7,170.00
017561/00	BAIONI, KIM						
2727 PO-152275	06/22/2015	MED REIMB	1	01-0000-0-3404-475-3200-1000-000-000	NN F	50.00	50.00
TOTAL PAYMENT AMOUNT				50.00 *			50.00
016805/00	BATES, CHERYL						
398 PO-150673	06/22/2015	MAY	1	01-6500-0-5210-102-5750-1130-003-000	NY P	46.79	46.79
TOTAL PAYMENT AMOUNT				46.79 *			46.79
019075/00	BRIGHT FUTURES THERAPY						
2732 PO-152294	06/22/2015	3226	1	01-6500-0-5800-102-5750-1180-002-000	NN F	16,720.00	16,720.00
TOTAL PAYMENT AMOUNT				16,720.00 *			16,720.00
013988/00	BUTTES/CENTER STATE PIPE &						
1169 PO-150998	06/22/2015	S008462044	1	01-8150-0-4300-106-0000-8110-007-000	NN F	259.98	249.80
TOTAL PAYMENT AMOUNT				249.80 *			249.80

81 CENTER UNIFIED SCHOOL DIST.  
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ACCOUNTS PAYABLE PRELIST  
BATCH: 0084 062215  
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
020540/00	CALIFORNIA AMERICAN WATER CO													
25 PO-150015	06/22/2015	1015-21001990493	1	01-0000-0-5540-106-0000-8110-007-000	NN	P							2,264.85	2,264.85
25 PO-150015	06/22/2015	210018891530	1	01-0000-0-5540-106-0000-8110-007-000	NN	P							200.07	200.07
25 PO-150015	06/22/2015	210019904460	1	01-0000-0-5540-106-0000-8110-007-000	NN	P							1,592.39	1,592.39
25 PO-150015	06/22/2015	210020445299	1	01-0000-0-5540-106-0000-8110-007-000	NN	P							1,291.96	1,291.96
25 PO-150015	06/22/2015	210020062960	1	01-0000-0-5540-106-0000-8110-007-000	NN	P							703.69	2,645.07
25 PO-150015	06/22/2015	210020957327	2	01-0000-0-5540-106-0000-8110-007-000	NN	P							1,132.74	1,132.74
25 PO-150015	06/22/2015	210020037919	2	01-0000-0-5540-106-0000-8110-007-000	NN	P							1,328.53	1,328.53
25 PO-150015	06/22/2015	210020037810	2	01-0000-0-5540-106-0000-8110-007-000	NN	P							616.35	616.35
25 PO-150015	06/22/2015	210020956980	2	01-0000-0-5540-106-0000-8110-007-000	NN	P							2,545.77	2,545.77
25 PO-150015	06/22/2015	210021268303	2	01-0000-0-5540-106-0000-8110-007-000	NN	P							285.31	285.31
25 PO-150015	06/22/2015	210019695353	2	01-0000-0-5540-106-0000-8110-007-000	NN	P							160.38	160.38
25 PO-150015	06/22/2015	210021268389	2	01-0000-0-5540-106-0000-8110-007-000	NN	P							160.38	160.38
25 PO-150015	06/22/2015	210019694008	2	01-0000-0-5540-106-0000-8110-007-000	NN	P							160.38	160.38
25 PO-150015	06/22/2015	210021268822	2	01-0000-0-5540-106-0000-8110-007-000	NN	P							1,028.07	1,028.07
			TOTAL PAYMENT AMOUNT						15,412.25	*				15,412.25
021036/00	CCHAT CENTER													
218 PO-150408	06/22/2015	CENTER6-15	1	01-6500-0-5800-102-5750-1180-002-000	NN	P							628.20	628.20
			TOTAL PAYMENT AMOUNT						628.20	*				628.20
016320/00	COLLIER, ALYSON													
2707 PO-152272	06/22/2015	REIMB	1	01-5630-0-4300-601-1220-1000-017-000	NN	F							2,549.10	2,549.10
2707 PO-152272	06/22/2015	REIMB	2	01-5630-0-5800-601-1220-1000-017-000	NN	F							3,900.00	3,900.00
			TOTAL PAYMENT AMOUNT						6,449.10	*				6,449.10
021813/00	CONSOLIDATED COMMUNICATIONS													
36 PO-150023	06/22/2015	06/15-07/14	1	01-0000-0-5902-106-0000-8110-007-000	NN	F							6,645.83	296.28
			TOTAL PAYMENT AMOUNT						296.28	*				296.28
010433/00	COUNTY OF SACRAMENTO													
257 PO-150217	06/22/2015	CLOSE PER KR	1	01-0000-0-5550-106-0000-8110-007-000	NN	C							2,528.55	0.00
			TOTAL PAYMENT AMOUNT						0.00	*				0.00

81 CENTER UNIFIED SCHOOL DIST.  
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ACCOUNTS PAYABLE PRELIST  
BATCH: 0084 062215  
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
014858/00	DEASON, CRAIG													
2698	PO-152269	06/22/2015	REIMB	1	01-8150-0-4300-106-0000-8110-007-000	NN	F						56.95	56.95
				TOTAL PAYMENT AMOUNT				56.95	*					56.95
018507/00	DILES, JACQUELYN													
414	PO-150359	06/22/2015	REIMB	1	01-0000-0-5210-105-0000-7200-005-000	NN	F						18.12	33.43
				TOTAL PAYMENT AMOUNT				33.43	*					33.43
019071/00	DISCOUNT AUTOMATICS INC.													
948	PO-150816	06/22/2015	CLOSE PER KR	1	01-0000-0-5600-112-0000-3600-007-000	NN	C						5,000.00	0.00
				TOTAL PAYMENT AMOUNT				0.00	*					0.00
010336/00	ECOTECH PEST MANAGEMENT INC													
28	PO-150016	06/22/2015	CLOSE PER KR	1	01-0000-0-5500-106-0000-8110-007-000	NN	C						1,081.00	0.00
				TOTAL PAYMENT AMOUNT				0.00	*					0.00
020587/00	ELECTRIC GOLF CAR COMPANY INC													
2513	PO-152105	06/22/2015	CLOSE PER KR	1	01-0000-0-4300-112-0000-3600-007-000	NN	C						122.93	0.00
				TOTAL PAYMENT AMOUNT				0.00	*					0.00
015899/00	EMERGENCY INSTRUCTION													
2701	PO-152271	06/22/2015	1506S.OLARIU	1	01-0000-0-5600-112-0000-3600-007-000	NY	F						55.00	55.00
				TOTAL PAYMENT AMOUNT				55.00	*					55.00
019262/00	ENTERPRISE RENT A CAR													
2696	PO-152267	06/22/2015	5925237/142KQ5L	1	01-0000-0-5600-472-1110-4000-014-915	NN	F						140.39	140.39
				TOTAL PAYMENT AMOUNT				140.39	*					140.39
010861/00	FAS TRAK													
2730	PO-152292	06/22/2015	T711584262029	1	01-0000-0-5800-112-0000-3600-007-000	NN	F						29.00	29.00
				TOTAL PAYMENT AMOUNT				29.00	*					29.00

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
010604/00	FINE LINE TRIM & UPHOLSTERY				
2728 PO-152290	06/22/2015	2841	1 01-0000-0-4300-112-0000-3600-007-000 NN F	27.07	27.07
<b>TOTAL PAYMENT AMOUNT</b>				27.07 *	27.07
021764/00	FUTURE FORD OF SACRAMENTO	[REDACTED]			
486 PO-150418	06/22/2015	CLOSE PER KR	1 01-0000-0-4300-112-0000-3600-007-000 NN C	388.72	0.00
<b>TOTAL PAYMENT AMOUNT</b>				0.00 *	0.00
016159/00	GARLAND, LESLI				
2692 PO-152266	06/22/2015	APRIL MILEAGE	1 01-6500-0-5210-102-5001-2700-002-000 NN F	10.47	10.47
<b>TOTAL PAYMENT AMOUNT</b>				10.47 *	10.47
022347/00	GIVE SOMETHING BACK				
2683 PO-152252	06/22/2015	IN-0383126	1 01-0000-0-9320-000-0000-0000-000-000 NN F	1,209.17	1,209.18
<b>TOTAL PAYMENT AMOUNT</b>				1,209.18 *	1,209.18
017718/00	GUIDING HANDS INC.				
1855 PO-151567	06/22/2015	2959	1 01-6500-0-5800-102-5750-1180-002-000 NN P	150.00	150.00
1855 PO-151567	06/22/2015	2948	1 01-6500-0-5800-102-5750-1180-002-000 NN P	405.00	405.00
1855 PO-151567	06/22/2015	2925	1 01-6500-0-5800-102-5750-1180-002-000 NN P	8,476.52	8,476.52
<b>TOTAL PAYMENT AMOUNT</b>				9,031.52 *	9,031.52
015636/00	HASTIE'S SAND AND GRAVEL				
432 PO-150378	06/22/2015	CLOSE PER KR	1 01-0000-0-4300-106-0000-8110-007-000 NN C	920.75	0.00
<b>TOTAL PAYMENT AMOUNT</b>				0.00 *	0.00
016486/00	HDS WHITE CAP CONST.SUPPLY				
714 PO-150615	06/22/2015	CLOSE PER KR	1 01-8150-0-4300-106-0000-8110-007-000 NN C	293.58	0.00
<b>TOTAL PAYMENT AMOUNT</b>				0.00 *	0.00

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ACCOUNTS PAYABLE PRELIST  
BATCH: 0084 062215  
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			
017002/00	HOME DEPOT CREDIT SERVICES							
126 PO-150067	06/22/2015	CLOSE PER KR	1 01-0000-0-4300-106-0000-8110-007-000 NN C	453.94	0.00			
		TOTAL PAYMENT AMOUNT	0.00 *		0.00			
014507/00	HORIZON DISTRIBUTORS							
52 PO-150084	06/22/2015	2A094182	1 01-0000-0-4300-106-0000-8110-007-000 NN F	1,014.29	1,122.51			
		TOTAL PAYMENT AMOUNT	1,122.51 *		1,122.51			
018990/00	INTERSTATE BATTERY SYSTEM							
1385 PO-151181	06/22/2015	CLOSE PER KR	1 01-0000-0-4300-112-0000-3600-007-000 NN C	1,739.93	0.00			
		TOTAL PAYMENT AMOUNT	0.00 *		0.00			
022152/00	JBEILY, MARY							
2715 PO-152280	06/22/2015	REIMB	1 01-6520-0-5210-472-5770-1110-003-000 NN F	3.62	3.62			
		TOTAL PAYMENT AMOUNT	3.62 *		3.62			
014923/00	JENSEN PRE-CAST							
1325 PO-151125	06/22/2015	CLOSE PER KR	1 01-8150-0-4300-106-0000-8110-007-000 NN C	707.24	0.00			
		TOTAL PAYMENT AMOUNT	0.00 *		0.00			
010728/00	JOHNSTONE SUPPLY OF SACRAMENTO							
905 PO-150776	06/22/2015	CLOSE PER KR	1 01-8150-0-4300-106-0000-8110-007-000 NN C	679.70	0.00			
		TOTAL PAYMENT AMOUNT	0.00 *		0.00			
010355/00	KAISER FOUNDATION HEALTH PLAN							
PV-151088	06/22/2015	KAISER	01-0000-0-9552-000-0000-0000-000-000 NN		185,882.76			
		TOTAL PAYMENT AMOUNT	185,882.76 *		185,882.76			
010609/00	KELLY MOORE PAINT CO							
2199 PO-151856	06/22/2015	CLOSE PER KR	1 01-8150-0-4300-106-0000-8110-007-000 NN C	293.42	0.00			
		TOTAL PAYMENT AMOUNT	0.00 *		0.00			



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					
-----								
017899/00	LAWSON, BECKY							
2716 PO-152281	06/22/2015	REIMB	1 01-7405-0-5200-103-0000-2130-003-000 NN F			103.50	103.50	
		TOTAL PAYMENT AMOUNT	103.50 *				103.50	
020461/00	MITCHELL, CYNDY							
2590 PO-152174	06/22/2015	CLOSE PER KR	1 01-0000-0-5800-112-0000-3600-007-000 NN C			55.83	0.00	
		TOTAL PAYMENT AMOUNT	0.00 *				0.00	
018205/00	MOST DEPENDABLE FOUNTAINS							
2063 PO-151734	06/22/2015	CLOSE PER KR	1 01-8150-0-4300-106-0000-8110-007-000 NN C			540.00	0.00	
		TOTAL PAYMENT AMOUNT	0.00 *				0.00	
016912/00	NATOMAS AUTOMOTIVE							
130 PO-150106	06/22/2015	CLOSE PER KR	1 01-0000-0-5600-112-0000-3600-007-000 NN C			25.51	0.00	
		TOTAL PAYMENT AMOUNT	0.00 *				0.00	
011822/00	OLARIU, STEFAN							
2681 PO-152250	06/22/2015	CLOSE PER KR	1 01-0000-0-5600-112-0000-3600-007-000 NN C			85.38	0.00	
		TOTAL PAYMENT AMOUNT	0.00 *				0.00	
021050/00	PACHECO, SHAWNA							
2710 PO-152278	06/22/2015	REIMB	1 01-6520-0-5210-472-5770-1110-003-982 NN F			89.13	89.13	
2714 PO-152279	06/22/2015	REIMB	1 01-3410-0-5210-472-1110-1000-003-000 NN F			38.24	38.24	
		TOTAL PAYMENT AMOUNT	127.37 *				127.37	
010426/00	PAULS SAFE & LOCK							
198 PO-150175	06/22/2015	CLOSE PER KR	1 01-8150-0-4300-106-0000-8110-007-000 NN C			96.54	0.00	
		TOTAL PAYMENT AMOUNT	0.00 *				0.00	

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
-----												
016692/00		PERFORMANCE CHEVROLET										
1469 PO-151251	06/22/2015	CLOSE PER KR	1 01-0000-0-4300-112-0000-3600-007-000 NN C								210.43	0.00
		TOTAL PAYMENT AMOUNT						0.00 *				0.00
021249/00		PERRY, HEATHER										
1430 PO-151225	06/22/2015	MAY MILEAGE	1 01-6500-0-5210-102-5001-2700-002-000 NN F								80.98	19.53
2689 PO-152276	06/22/2015	REIMB	1 01-6500-0-4300-102-5770-1191-002-000 NN F								34.51	34.51
		TOTAL PAYMENT AMOUNT						54.04 *				54.04
020169/00		PITZNER, JOSEPH										
1861 PO-151573	06/22/2015	CLOSE PER KR	1 01-0000-0-5210-106-0000-8300-007-000 NN C								15.50	0.00
		TOTAL PAYMENT AMOUNT						0.00 *				0.00
018535/00		POINT QUEST EDUCATION INC										
2726 PO-152289	06/22/2015	APR	1 01-6500-0-5800-102-5750-1180-002-000 NN P								1,615.57	1,615.57
2726 PO-152289	06/22/2015	MAY	1 01-6500-0-5800-102-5750-1180-002-000 NN P								1,174.96	1,174.96
		TOTAL PAYMENT AMOUNT						2,790.53 *				2,790.53
020616/00		RENT RITE										
769 PO-150661	06/22/2015	145348	1 01-0000-0-5800-472-1217-1000-014-000 NN F								450.00	450.00
		TOTAL PAYMENT AMOUNT						450.00 *				450.00
010627/00		RIVERVIEW INTERNATIONAL TRUCKS										
1716 PO-151449	06/22/2015	CLOSE PER KR	1 01-0000-0-5600-112-0000-3600-007-000 NN C								747.46	0.00
		TOTAL PAYMENT AMOUNT						0.00 *				0.00
019951/00		ROBINSON, PAULA										
2717 PO-152282	06/22/2015	REIMB	1 01-0000-0-5901-102-9745-3130-003-000 NN F								29.94	29.94
		TOTAL PAYMENT AMOUNT						29.94 *				29.94

81 CENTER UNIFIED SCHOOL DIST.  
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ACCOUNTS PAYABLE PRELIST  
BATCH: 0084 062215  
FUND : 01 GENERAL FUND

J6705 APY500 H.02.05 06/22/15 PAGE 8  
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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		
010242/00	ROTO-ROOTER PLUMBERS						
199 PO-150176	06/22/2015	CLOSE PER KR	1 01-8150-0-5600-106-0000-8110-007-000 NN C	1,169.00	0.00		
		TOTAL PAYMENT AMOUNT	0.00 *		0.00		
022018/00	SACRAMENTO AUTOGLASS & MIRROR						
2700 PO-152270	06/22/2015	ISAC 012063	1 01-0000-0-5800-112-0000-3600-007-000 NN F	146.60	146.60		
		TOTAL PAYMENT AMOUNT	146.60 *		146.60		
015769/00	SACRAMENTO COUNTY OFFICE OF ED						
2720 PO-152285	06/22/2015	151626	1 01-7405-0-5200-103-0000-2130-003-000 NN F	500.00	500.00		
		TOTAL PAYMENT AMOUNT	500.00 *		500.00		
013973/00	SAMBA SAFETY						
66 PO-150038	06/22/2015	CLOSE PER KR	2 01-0000-0-4300-112-0000-3600-007-000 NN C	101.62	0.00		
		TOTAL PAYMENT AMOUNT	0.00 *		0.00		
021248/00	SHEPARD, DAWN						
2691 PO-152277	06/22/2015	REIMB	1 01-6500-0-4300-102-5770-1110-002-000 NN F	42.97	42.97		
		TOTAL PAYMENT AMOUNT	42.97 *		42.97		
020983/00	SIERRA PACIFIC TURF SUPPLY						
128 PO-150104	06/22/2015	CLOSE PER KR	1 01-0000-0-4300-106-0000-8110-007-000 NN C	3,895.53	0.00		
		TOTAL PAYMENT AMOUNT	0.00 *		0.00		
017883/00	SIMPLEXGRINNELL LP						
2729 PO-152291	06/22/2015	81385550	1 01-0000-0-4300-112-0000-3600-007-000 NN F	717.86	717.86		
		TOTAL PAYMENT AMOUNT	717.86 *		717.86		
018370/00	STANLEY CONVERGENT SECURITY						
2697 PO-152268	06/22/2015	12515975	1 01-8150-0-5600-106-0000-8110-007-000 NN F	251.00	251.00		
		TOTAL PAYMENT AMOUNT	251.00 *		251.00		

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
020465/00	SUPPORTED LIFE INSTITUTE	[REDACTED]			
2724 PO-152287	06/22/2015	MAR 4/7/15	1 01-6500-0-5800-102-5750-1180-002-000 NN P	322.50	322.50
2724 PO-152287	06/22/2015	APR 04/27/15	1 01-6500-0-5800-102-5750-1180-002-000 NN P	580.50	580.50
2724 PO-152287	06/22/2015	MAY 06/4/15	1 01-6500-0-5800-102-5750-1180-002-000 NN P	516.00	516.00
		TOTAL PAYMENT AMOUNT	1,419.00 *		1,419.00
022408/00	TALLMAN, MIKKY				
2725 PO-152288	06/22/2015	JUNE MILEAGE	1 01-3010-0-5800-601-1220-1000-017-000 NN F	108.10	108.10
		TOTAL PAYMENT AMOUNT	108.10 *		108.10
018567/00	TRULITE WSG LLC				
2213 PO-151868	06/22/2015	084687	1 01-8150-0-4300-106-0000-8110-007-000 NN P	499.50	499.50
		TOTAL PAYMENT AMOUNT	499.50 *		499.50
010415/00	TURF STAR INC	[REDACTED]			
951 PO-150821	06/22/2015	CLOSE PER KR	1 01-0000-0-4300-106-0000-8110-007-000 NN C	1,000.00	0.00
		TOTAL PAYMENT AMOUNT	0.00 *		0.00
011190/00	UNIVERSAL SPECIALTIES INC				
123 PO-150102	06/22/2015	CLOSE PER KR	1 01-8150-0-4300-106-0000-8110-007-000 NN C	331.97	0.00
		TOTAL PAYMENT AMOUNT	0.00 *		0.00
015018/00	VERHOVETCHI, VEACESLAV				
2598 PO-152177	06/22/2015	TRIP REIMB	1 01-0000-0-5800-112-0000-3600-007-000 NN P	8.42	8.42
		TOTAL PAYMENT AMOUNT	8.42 *		8.42
016889/00	WATER RITE PRODUCTS INC.	[REDACTED]			
200 PO-150177	06/22/2015	CLOSE PER KR	1 01-8150-0-4300-106-0000-8110-007-000 NN C	747.79	0.00
		TOTAL PAYMENT AMOUNT	0.00 *		0.00

81 CENTER UNIFIED SCHOOL DIST.  
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ACCOUNTS PAYABLE PRELIST  
BATCH: 0084 062215  
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
-----							
022221/00	WESTERN HEALTH ADVANTAGE						
	PV-151087	06/22/2015 WHA JULY		01-0000-0-9552-000-0000-0000-000	NN		115,457.49
	TOTAL PAYMENT AMOUNT			115,457.49 *			115,457.49
017546/00	WHALEN, JOE						
	2718 PO-152283	06/22/2015 MILEAGE JAN/FEB		1 01-6500-0-5210-102-5001-3120-002-000	NN F	64.78	64.78
	TOTAL PAYMENT AMOUNT			64.78 *			64.78
022348/00	WILSON, SHERRY						
	1989 PO-151670	06/22/2015 CLOSE PER KR		1 01-0000-0-5800-112-0000-3600-007-000	NN C	58.68	0.00
	TOTAL PAYMENT AMOUNT			0.00 *			0.00
017313/00	XEROX						
	419 PO-150364	06/22/2015 230016707		1 01-0000-0-5800-115-9790-8200-007-000	NN P	1,069.48	1,069.48
	622 PO-150534	06/22/2015 300254365		1 01-0000-0-5800-115-9790-8200-007-000	NN P	1,814.30	1,814.30
	622 PO-150534	06/22/2015 300254649		1 01-0000-0-5800-115-9790-8200-007-000	NN P	44,887.05	44,887.05
	622 PO-150534	06/22/2015 300254258		1 01-0000-0-5800-115-9790-8200-007-000	NN P	540.96	540.96
	746 PO-150640	06/22/2015 300254649		1 01-7220-0-5612-472-1110-1000-014-000	NN P	100.00	100.00
	1212 PO-151031	06/22/2015 300254649		1 01-6500-0-5612-102-5001-2700-002-000	NN P	50.00	50.00
	TOTAL PAYMENT AMOUNT			48,461.79 *			48,461.79
	TOTAL FUND PAYMENT			419,938.97 **			419,938.97

81 CENTER UNIFIED SCHOOL DIST.  
0622

ACCOUNTS PAYABLE PRELIST  
BATCH: 0084 062215  
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
-----								
017313/00	XEROX							
1217 PO-151036	06/22/2015	300254649		1	09-0000-0-5612-501-0000-2700-016-000	NN P		20.00 20.00
1217 PO-151036	06/22/2015	300254649		2	09-0000-0-5612-501-1110-1000-016-000	NN P		80.00 80.00
				TOTAL PAYMENT AMOUNT			100.00 *	100.00
				TOTAL FUND PAYMENT			100.00 **	100.00

81 CENTER UNIFIED SCHOOL DIST.  
0622

ACCOUNTS PAYABLE PRELIST  
BATCH: 0084 062215  
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	06/22/2015	300254649	1	11-0030-0-5612-601-4130-1000-017-000	NN P	25.00 25.00
				TOTAL PAYMENT AMOUNT		25.00 *	25.00
				TOTAL FUND PAYMENT		25.00 **	25.00

81 CENTER UNIFIED SCHOOL DIST.  
0622

ACCOUNTS PAYABLE PRELIST  
BATCH: 0084 062215  
FUND : 12 CHILD DEVELOPMEN FUND

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<< Open >>

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num			
Req Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP			Liq Amt	Net Amount	
-----								
018143/00	CHILD DEVELOPMENT CENTERS INC							
947 PO-150818	06/22/2015	5030 MAY	1 12-5025-0-5800-100-8500-1000-005-000 NN F			17,178.68	22,482.96	
947 PO-150818	06/22/2015	5030 MAY	2 12-6105-0-5800-100-8500-1000-005-000 NN F			18,610.26	24,356.55	
TOTAL PAYMENT AMOUNT						46,839.51 *	46,839.51	
TOTAL FUND PAYMENT						46,839.51 **	46,839.51	



81 CENTER UNIFIED SCHOOL DIST.  
0622

ACCOUNTS PAYABLE PRELIST  
BATCH: 0084 062215  
FUND : 13 CAFETERIA FUND

J6705 APY500 H.02.05 06/22/15 PAGE 14  
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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
-----							
021194/00	PRUDENTIAL OVERALL SUPPLY INC						
163 PO-150149	06/22/2015	180218145	1	13-5310-0-5800-108-0000-3700-007-000	NN P		45.56 45.56
TOTAL PAYMENT AMOUNT						45.56 *	45.56
TOTAL FUND PAYMENT						45.56 **	45.56

81 CENTER UNIFIED SCHOOL DIST.  
0622

ACCOUNTS PAYABLE PRELIST J6705 APY500 H.02.05 06/22/15 PAGE 15  
BATCH: 0084 062215 << Open >>  
FUND : 14 DEFERRED MAINTENANCE FUND

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num		
Req Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP	Liq Amt	Net Amount		
015121/00	B.J. FLOORING INC	270588058					
2576 PO-152163	06/22/2015	2009382	1 14-0024-0-5600-106-9611-8110-007-000 NN F	14,334.00	14,334.00		
			TOTAL PAYMENT AMOUNT	14,334.00 *	14,334.00		
			TOTAL FUND PAYMENT	14,334.00 **	14,334.00		
			TOTAL BATCH PAYMENT	481,283.04 ***	0.00	481,283.04	
			TOTAL DISTRICT PAYMENT	481,283.04 ****	0.00	481,283.04	
			TOTAL FOR ALL DISTRICTS:	481,283.04 ****	0.00	481,283.04	

Number of warrants to be printed: 46, not counting voids due to stub overflows.

# Center Joint Unified School District

**AGENDA REQUEST FOR:**

**Dept./Site:** Business Department

**Date:** July

**Action Item**

**To:** Board of Trustees

**Information Item**

**From:** Jeanne Bess

**# Attached Pages 39**

**SUBJECT:** Supplemental Agenda – Commercial Warrant Registers

July 9, 2015, \$433,471.02, July 16, 2015, \$109,683.52, July 22, 2015,  
\$431,414.37.

The commercial warrant payments to vendors totals  
\$ 974,568.91

**RECOMMENDATION:** That the CJUSD Board of Trustees approves the  
Supplemental Agenda – Vendor Warrants as  
presented

**CONSENT AGENDA**

-----

Batch status: A All

From batch: 0001

To batch: 0001

Include Revolving Cash: Y

Include Address: N

FUND : 01 GENERAL FUND

Vendor/Addr Req Reference	Remit name Date	Description	Tax ID num	Deposit type FD RESO P OBJE SIT	ABA num GOAL FUNC	Account num RES DEP T9MP	Liq Amt	Net Amount
011802/00	A-Z BUS SALES INC.							
	CL-158012	07/10/2015 DI55276		01-0000-0-4300-112-0000-3600-007-000	NN		322.66	322.66
				TOTAL PAYMENT AMOUNT			322.66 *	322.66
019433/00	ADI							
	CL-158013	07/10/2015 K70VK001		01-8150-0-4300-106-0000-8110-007-000	NN		1,324.25	1,324.25
				TOTAL PAYMENT AMOUNT			1,324.25 *	1,324.25
010002/00	ALDAR ACADEMY							
	CL-158014	07/10/2015 CLOSE		01-6500-0-5800-102-5750-1180-002-000	NN		909.96	0.00
	CL-158166	07/10/2015 JUNE 2015		01-6500-0-5800-102-5750-1180-002-000	NN		6,005.58	6,005.58
				TOTAL PAYMENT AMOUNT			6,005.58 *	6,005.58
010669/00	ALHAMBRA & SIERRA SPRINGS							
	CL-158016	07/10/2015 4782453 070215		01-6500-0-4300-102-5001-2700-002-000	NN		33.96	33.96
	CL-158017	07/10/2015 4781257 070215		01-0000-0-4300-112-0000-3600-007-000	NN		206.62	45.60
	CL-158020	07/10/2015 4781839 070215		01-0000-0-4300-475-3200-2700-015-000	NN		115.11	18.53
	CL-158022	07/10/2015 4782453 070215		01-8150-0-4300-106-0000-8110-007-000	NN		200.00	83.48
	CL-158173	07/10/2015 4780794 070215		01-6500-0-4300-102-5001-2700-002-000	NN		45.71	45.71
				TOTAL PAYMENT AMOUNT			227.28 *	227.28
021763/00	ALL STAR RENTS							
	CL-158024	07/10/2015 528037-10		01-8150-0-4300-106-0000-8110-007-000	NN		269.92	269.92
				TOTAL PAYMENT AMOUNT			269.92 *	269.92
017075/00	AMERICAN RIVER SPEECH INC.							
	CL-158026	07/10/2015 JUNE		01-6500-0-5800-102-5750-1180-002-000	NN		29,880.65	680.00
				TOTAL PAYMENT AMOUNT			680.00 *	680.00
016011/00	APPLIED SCHOLASTICS							
	CL-158027	07/10/2015 KC150501 CTR MAY		01-3010-0-5800-103-1110-1000-003-832	NN		910.00	910.00
				TOTAL PAYMENT AMOUNT			910.00 *	910.00



FUND : 01 GENERAL FUND

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num
Req Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP	Liq Amt	Net Amount
011746/00	CALDEIRA UNIFIED INC - JOSTENS				
CL-158048	07/10/2015	21233	01-0740-0-4300-103-4760-1000-003-000 NN	121.50	121.50
		TOTAL PAYMENT AMOUNT	121.50 *		121.50
020540/00	CALIFORNIA AMERICAN WATER CO				
CL-158049	07/10/2015	1015-210021395847	01-0000-0-5540-106-0000-8110-007-000 NN	2,582.09	2,582.09
CL-158050	07/10/2015	1015-210021395847	01-0000-0-5540-106-0000-8110-007-000 NN	3,727.00	3,726.04
		TOTAL PAYMENT AMOUNT	6,308.13 *		6,308.13
021678/00	CAPITOL ACADEMY				
CL-158051	07/10/2015	682 JUNE	01-6500-0-5800-102-5750-1180-002-000 NN	17,817.20	9,724.20
CL-158052	07/10/2015	691 JUNE	01-6500-0-5800-102-5750-1180-002-000 NN	9,470.40	637.50
		TOTAL PAYMENT AMOUNT	10,361.70 *		10,361.70
011374/00	CAPITOL MECHANICAL INC				
CL-158056	07/10/2015	6571	01-8150-0-4300-106-0000-8110-007-000 NN	160.00	160.00
		TOTAL PAYMENT AMOUNT	160.00 *		160.00
021036/00	CCHAT CENTER				
CL-158058	07/10/2015	CENTER M/S	01-6500-0-5800-102-5750-1180-002-000 NN	593.41	593.41
CL-158059	07/10/2015	CENTERM/S	01-6500-0-5800-102-5750-1180-002-000 NN	117.00	116.27
		TOTAL PAYMENT AMOUNT	709.68 *		709.68
017639/00	CDT INC.				
CL-158060	07/10/2015	41062	01-0000-0-5800-110-0000-7200-004-000 NN	2,212.00	108.00
		TOTAL PAYMENT AMOUNT	108.00 *		108.00
016261/00	CEBULA RN, GAIL				
CL-158163	07/10/2015	MILEAGE REIMB	01-0000-0-5210-102-0000-3140-003-000 NN	46.23	46.23
		TOTAL PAYMENT AMOUNT	46.23 *		46.23

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				
013928/00		CINTAS LOCATION 622							
	CL-158064	07/10/2015	622528203		01-0000-0-5800-111-0000-8200-007-000 NN			191.90	191.90
					TOTAL PAYMENT AMOUNT	191.90 *			191.90
017771/00		CIVT							
	8 PO-160008	07/10/2015	CHS TOURN FEE		1 01-0472-0-5800-472-1263-4200-014-000 NN F			590.00	590.00
					TOTAL PAYMENT AMOUNT	590.00 *			590.00
017752/00		CORONA NORCO UNIFIED SCH.DIST.							
	126 PO-160119	07/10/2015	160004		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
016069/00		CORRALEJO, BONNIE							
	CL-158067	07/10/2015	TRIP 327		01-0000-0-5800-112-0000-3600-007-000 NN			7.00	7.00
					TOTAL PAYMENT AMOUNT	7.00 *			7.00
014322/00		CREDENTIAL COUNSELORS AND							
	148 PO-160120	07/10/2015	438206774 P MILES		1 01-0000-0-5200-110-0000-7200-004-000 NN F			293.12	293.12
					TOTAL PAYMENT AMOUNT	293.12 *			293.12
018079/00		DAUBENMIRE, TRACIE							
	CL-158068	07/10/2015	REIMB		01-6500-0-5200-102-5001-2700-002-000 NN			388.39	388.39
					TOTAL PAYMENT AMOUNT	388.39 *			388.39
018951/00		DELL							
	CL-158069	07/10/2015	XJP5X5N76		01-0029-0-4400-472-1110-1000-014-000 NN			8,820.39	8,820.33
					TOTAL PAYMENT AMOUNT	8,820.33 *			8,820.33
018277/00		EASTER SEAL SOCIETY OF CA. INC							
	CL-158072	07/10/2015	MAY-15		01-6500-0-5800-102-5750-1180-002-000 NN			9,865.25	3,123.75
					TOTAL PAYMENT AMOUNT	3,123.75 *			3,123.75



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		
-----								
020870/00	EDUCATIONAL TESTING SERVICE							
CL-158133	07/10/2015	SP20043382		01-0000-0-4300-103-0000-3160-003-000	NN		125.02	125.02
CL-158171	07/10/2015	SP20043382		01-0000-0-4300-103-0000-3160-003-000	NN		265.24	265.24
TOTAL PAYMENT AMOUNT							390.26 *	390.26
019262/00	ENTERPRISE RENT A CAR							
CL-158073	07/10/2015	12KQ5L/864043		01-0000-0-5600-472-1110-4000-014-915	NN		140.39	140.39
CL-158073	07/10/2015	9WW9P3/863582		01-0000-0-5600-472-1110-4000-014-915	NN		345.56	345.56
CL-158073	07/10/2015	9P0ZM8/863068		01-0000-0-5600-472-1110-4000-014-915	NN		151.19	151.19
TOTAL PAYMENT AMOUNT							637.14 *	637.14
010592/00	EWING IRRIGATION PRODUCTS							
CL-158074	07/10/2015	9922201		01-0000-0-4300-106-0000-8110-007-000	NN		10.14	10.14
CL-158074	07/10/2015	9930539		01-0000-0-4300-106-0000-8110-007-000	NN		74.79	74.79
CL-158074	07/10/2015	9886573		01-0000-0-4300-106-0000-8110-007-000	NN		1,867.90	1,867.90
CL-158074	07/10/2015	9864280		01-0000-0-4300-106-0000-8110-007-000	NN		348.16	348.16
TOTAL PAYMENT AMOUNT							2,300.99 *	2,300.99
019946/00	GRIFFIN ELECTRIC							
CL-158076	07/10/2015	8343062915		01-8150-0-5600-106-0000-8110-007-000	NN		162.00	162.00
TOTAL PAYMENT AMOUNT							162.00 *	162.00
017718/00	GUIDING HANDS INC.							
CL-158077	07/10/2015	3016 2015-06		01-6500-0-5800-102-5750-1180-002-000	NN		180.00	180.00
CL-158077	07/10/2015	2994 JUNE		01-6500-0-5800-102-5750-1180-002-000	NN		18,104.41	4,890.30
TOTAL PAYMENT AMOUNT							5,070.30 *	5,070.30
016750/00	JUST SEND IT POSTAL CENTER							
CL-158084	07/10/2015	361.444		01-8150-0-5800-106-0000-8110-007-000	NN		30.00	30.00
TOTAL PAYMENT AMOUNT							30.00 *	30.00

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				
014389/00	LOMOVA, YELENA						
CL-158087	07/10/2015	TRIP 327	01-0000-0-5800-112-0000-3600-007-000 NN			13.17	13.17
		TOTAL PAYMENT AMOUNT	13.17 *				13.17
021914/00	LOY MATTISON ENTERPRISES						
CL-158088	07/10/2015	060115063015	01-0000-0-5902-106-0000-8110-007-000 NY			315.00	315.00
		TOTAL PAYMENT AMOUNT	315.00 *				315.00
022230/00	MANAGED HEALTH NETWORK						
38 PO-160035	07/10/2015	3200069672	1 01-0000-0-3401-100-1110-1000-000-000 NN P			1,197.00	1,197.00
		TOTAL PAYMENT AMOUNT	1,197.00 *				1,197.00
017727/00	MASON L. DONALDSON						
CL-158089	07/10/2015	INSP.INV #03	01-9472-0-5800-106-9620-8110-007-928 NY			1,200.00	1,200.00
		TOTAL PAYMENT AMOUNT	1,200.00 *				1,200.00
022406/00	MAXIM HEALTHCARE SERVICES INC						
CL-158090	07/10/2015	3348530262	01-0000-0-5800-102-0000-3140-003-000 NN			480.00	480.00
CL-158090	07/10/2015	3332220262	01-0000-0-5800-102-0000-3140-003-000 NN			1,975.60	2,366.40
CL-158091	07/10/2015	CLOSE	01-0000-0-5800-102-0000-3140-003-000 NN			391.00	0.00
		TOTAL PAYMENT AMOUNT	2,846.40 *				2,846.40
022053/00	NATIONAL EMERGENCY NUMBER						
51 PO-160039	07/10/2015	5458	1 01-0000-0-5902-106-0000-8110-007-000 NN F			250.00	250.00
		TOTAL PAYMENT AMOUNT	250.00 *				250.00
015787/00	O'REILLY AUTO PARTS						
CL-158094	07/10/2015	323068	01-0000-0-4300-112-0000-3600-007-000 NN			23.21	23.21
CL-158094	07/10/2015	339462	01-0000-0-4300-112-0000-3600-007-000 NN			25.91	25.91
CL-158094	07/10/2015	339916	01-0000-0-4300-112-0000-3600-007-000 NN			177.03	177.03
CL-158094	07/10/2015	341031	01-0000-0-4300-112-0000-3600-007-000 NN			25.88	25.88
CL-158094	07/10/2015	341045/341154	01-0000-0-4300-112-0000-3600-007-000 NN			52.66	52.66
CL-158094	07/10/2015	341160	01-0000-0-4300-112-0000-3600-007-000 NN			68.49	68.49
CL-158094	07/10/2015	341234	01-0000-0-4300-112-0000-3600-007-000 NN			140.37	140.37

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			
015787 (CONTINUED)									
	CL-158094	07/10/2015	341319			01-0000-0-4300-112-0000-3600-007-000 NN		155.39	155.39
	CL-158094	07/10/2015	341560/341558			01-0000-0-4300-112-0000-3600-007-000 NN		85.37	85.37
	CL-158094	07/10/2015	342282			01-0000-0-4300-112-0000-3600-007-000 NN		17.06	17.06
	CL-158094	07/10/2015	342630			01-0000-0-4300-112-0000-3600-007-000 NN		37.01	37.01
	CL-158094	07/10/2015	342705			01-0000-0-4300-112-0000-3600-007-000 NN		268.68	268.68
	CL-158094	07/10/2015	343388			01-0000-0-4300-112-0000-3600-007-000 NN		34.56	34.56
	CL-158094	07/10/2015	343398			01-0000-0-4300-112-0000-3600-007-000 NN		8.63	8.63
	CL-158094	07/10/2015	343533			01-0000-0-4300-112-0000-3600-007-000 NN		41.54	41.54
	CL-158094	07/10/2015	CLOSE			01-0000-0-4300-112-0000-3600-007-000 NN		2,838.21	0.00
TOTAL PAYMENT AMOUNT						1,161.79 *			1,161.79
021050/00 PACHECO, SHAWNA									
	CL-158167	07/10/2015	JUNE MILEAGE			01-6520-0-5210-472-5770-1110-003-982 NN		92.00	92.00
	CL-158168	07/10/2015	REIMB			01-6520-0-5200-472-5770-1110-003-982 NN		48.00	48.00
TOTAL PAYMENT AMOUNT						140.00 *			140.00
010580/00 PASS ASSURED LLC									
	23 PO-160023	07/10/2015	22471			1 01-3550-0-5800-472-1110-1000-014-000 NN F		10,166.00	10,166.00
TOTAL PAYMENT AMOUNT						10,166.00 *			10,166.00
020169/00 PITZNER, JOSEPH									
	CL-158100	07/10/2015	MILEAGE JUNE			01-0000-0-5210-106-0000-8300-007-000 NN		7.98	7.98
TOTAL PAYMENT AMOUNT						7.98 *			7.98
010251/00 PLACER CO OFFICE OF EDUCATION									
	CL-158101	07/10/2015	close			01-7405-0-5200-103-0000-2130-003-000 NN		150.00	0.00
TOTAL PAYMENT AMOUNT						0.00 *			0.00
011345/00 PLACER LEARNING CENTER									
	CL-158102	07/10/2015	JUNE 2015			01-6500-0-5800-102-5750-1180-002-000 NN		2,047.20	2,047.20
	CL-158172	07/10/2015	JUNE2015			01-6500-0-5800-102-5750-1180-002-000 NN		5,800.40	5,800.40
TOTAL PAYMENT AMOUNT						7,847.60 *			7,847.60

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			
014069/00	PLATT ELECTRIC SUPPLY INC										
	CL-158103	07/10/2015	G891311		01-8150-0-4300-106-0000-8110-007-000	NN				434.08	434.08
	CL-158103	07/10/2015	H058407		01-8150-0-4300-106-0000-8110-007-000	NN				99.42	99.42
	CL-158103	07/10/2015	H068819		01-8150-0-4300-106-0000-8110-007-000	NN				27.58	27.58
	CL-158103	07/10/2015	H078299		01-8150-0-4300-106-0000-8110-007-000	NN				19.98	19.98
	CL-158103	07/10/2015	H076007		01-8150-0-4300-106-0000-8110-007-000	NN				71.86	71.86
	CL-158103	07/10/2015	H091394		01-8150-0-4300-106-0000-8110-007-000	NN				35.93	35.93
					TOTAL PAYMENT AMOUNT					688.85 *	688.85
022525/00	POST-IT LLC										
	CL-158104	07/10/2015	MAY		01-0000-0-5800-110-0000-7200-004-000	NN				60.00	60.00
					TOTAL PAYMENT AMOUNT					60.00 *	60.00
021401/00	PRACTI-CAL INC										
	CL-158105	07/10/2015	32537		01-5640-0-5800-103-0000-3140-003-000	NN				104.58	104.58
	CL-158105	07/10/2015	32444		01-5640-0-5800-103-0000-3140-003-000	NN				1,147.12	1,147.12
	CL-158105	07/10/2015	32371		01-5640-0-5800-103-0000-3140-003-000	NN				328.34	328.34
	CL-158105	07/10/2015	32291		01-5640-0-5800-103-0000-3140-003-000	NN				458.44	458.44
	CL-158105	07/10/2015	32227		01-5640-0-5800-103-0000-3140-003-000	NN				149.36	149.36
					TOTAL PAYMENT AMOUNT					2,187.84 *	2,187.84
016973/00	PROJECT LEAD THE WAY										
	29 PO-160029	07/10/2015	46007		1 01-6382-0-4300-472-1110-1000-014-000	NN F				3,000.00	3,000.00
					TOTAL PAYMENT AMOUNT					3,000.00 *	3,000.00
021194/00	PRUDENTIAL OVERALL SUPPLY INC										
	CL-158108	07/10/2015	180218146		01-0000-0-5600-112-0000-3600-007-000	NN				60.99	60.99
	CL-158108	07/10/2015	180218750		01-0000-0-5600-112-0000-3600-007-000	NN				60.99	60.99
	119 PO-160114	07/10/2015	180219355		1 01-0000-0-5600-112-0000-3600-007-000	NN P				60.99	60.99
					TOTAL PAYMENT AMOUNT					182.97 *	182.97
011238/00	RELIABLE TIRE										
	CL-158110	07/10/2015	126760		01-0000-0-4300-112-0000-3600-007-000	NN				36.00	36.00
					TOTAL PAYMENT AMOUNT					36.00 *	36.00



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
021175/00	SHRED-IT USA LLC							
	CL-158165	07/10/2015	9406349044	01-0000-0-5800-472-0000-2700-014-000	NN			
				TOTAL PAYMENT AMOUNT		34.35		34.35
017883/00	SIMPLEXGRINNELL LP							
	CL-158128	07/10/2015	77888860	01-0000-0-5600-106-0000-8110-007-000	NN			
				TOTAL PAYMENT AMOUNT		405.12		405.12
010263/00	SMUD							
	CL-158111	07/10/2015	7000000347 JUNE	01-0000-0-5530-106-0000-8110-007-000	NN			
				TOTAL PAYMENT AMOUNT		42,752.20		52,188.74
014558/00	SPURR							
	CL-158131	07/10/2015	65065	01-0000-0-5520-106-0000-8110-007-000	NN			
				TOTAL PAYMENT AMOUNT		26,307.55		1,179.82
014079/00	THYSSENKRUPP ELEVATOR CORP							
	CL-158138	07/10/2015	3001794894	01-0000-0-5600-106-0000-8110-007-000	NN			
				TOTAL PAYMENT AMOUNT		152.44		152.44
011554/00	TRACTOR SUPPLY CO							
	CL-158140	07/10/2015	100024323	01-8150-0-4300-106-0000-8110-007-000	NN			
	CL-158141	07/10/2015	100023069	01-0000-0-4300-111-0000-8200-007-000	NN			
	CL-158141	07/10/2015	200039149	01-0000-0-4300-111-0000-8200-007-000	NN			
				TOTAL PAYMENT AMOUNT		83.50		83.50
010139/00	TROXELL COMMUNICATIONS INC							
	CL-158030	07/10/2015	841280	01-9472-0-5800-106-9620-8110-007-928	NN			
	CL-158031	07/10/2015	841280	01-9472-0-4400-106-9620-2420-007-928	NN			
	CL-158032	07/10/2015	CLOSE	01-9472-0-4400-106-9620-2420-007-928	NN			
	CL-158033	07/10/2015	839764	01-9115-0-4400-115-0000-7700-007-000	NN			
	CL-158033	07/10/2015	840057	01-9115-0-4400-115-0000-7700-007-000	NN			
	CL-158035	07/10/2015	841563	01-9115-0-4400-115-0000-7700-007-000	NN			
				TOTAL PAYMENT AMOUNT		11,347.99		11,347.99

### ACCOUNTS PAYABLE PRELIST

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FUND : 01 GENERAL FUND

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num
Req Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP	Liq Amt	Net Amount
010127/00	UNITED PARCEL SERVICE				
CL-158143	07/10/2015	YW013255	01-8150-0-5901-106-0000-8110-007-000 NN	9.13	9.13
		TOTAL PAYMENT AMOUNT	9.13 *		9.13
010950/00	VARIDESK LLC	[REDACTED]			
CL-158145	07/10/2015	I-N-5878	01-6520-0-4400-472-5770-1110-003-000 YN	432.00	400.00
		TOTAL PAYMENT AMOUNT	400.00 *		400.00
		TOTAL USE TAX AMOUNT	32.00		
016626/00	VERHOVETCHI, RUVIM				
CL-158146	07/10/2015	FIELD TRIP DRY CREEK	01-0000-0-5600-112-0000-3600-007-000 NN	15.83	8.42
		TOTAL PAYMENT AMOUNT	8.42 *		8.42
015018/00	VERHOVETCHI, VEACESLAV				
CL-158147	07/10/2015	TRIP 630 REIMB	01-0000-0-5800-112-0000-3600-007-000 NN	11.12	11.12
		TOTAL PAYMENT AMOUNT	11.12 *		11.12
017313/00	XEROX				
CL-158152	07/10/2015	701872333	01-3010-0-5612-240-1110-1000-011-000 NN	19.96	19.96
		TOTAL PAYMENT AMOUNT	19.96 *		19.96
		TOTAL FUND PAYMENT	419,346.38 **		419,346.38
		TOTAL USE TAX AMOUNT	32.00		

81 CENTER UNIFIED SCHOOL DIST.

ACCOUNTS PAYABLE PRELIST

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FUND : 09 CHARTER SCHOOLS

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
010669/00	ALHAMBRA & SIERRA SPRINGS						
CL-158021	07/10/2015	4779099					
				09-0700-0-4300-503-0000-2700-018-000	NN		
			TOTAL PAYMENT AMOUNT			63.37	6.50
							6.50
			TOTAL FUND	PAYMENT		6.50 **	6.50



FUND : 11 ADULT EDUCATION FUND

Vendor/Addr Req Reference	Remit name Date	Description	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
				FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP				
-----								
020834/00	CASAS							
	CL-158057	07/10/2015	6228		11-3926-0-5200-601-4130-1000-017-000	NN	620.00	620.00
	CL-158057	07/10/2015	6229		11-3926-0-5200-601-4130-1000-017-000	NN	700.00	700.00
				TOTAL PAYMENT AMOUNT			1,320.00 *	1,320.00
016320/00	COLLIER, ALYSON							
	CL-158065	07/10/2015	REIMB		11-3905-0-5200-601-4130-1000-017-000	NN	1,488.12	1,488.12
	CL-158066	07/10/2015	REIMB		11-3926-0-5200-601-4130-1000-017-000	NN	395.58	395.58
				TOTAL PAYMENT AMOUNT			1,883.70 *	1,883.70
018015/00	TOMPKINS, SHELLEY							
	CL-158139	07/10/2015	REIMB		11-3905-0-5200-601-4130-1000-017-000	NN	98.34	98.34
				TOTAL PAYMENT AMOUNT			98.34 *	98.34
				TOTAL FUND PAYMENT			3,302.04 **	3,302.04

FUND : 13 CAFETERIA FUND

Vendor/Addr Req Reference	Remit name Date	Description	Tax ID num	Deposit type FD RESO P OBJE SIT	ABA num GOAL FUNC	Account num RES DEP T9MP	Liq Amt	Net Amount
019834/00	BERKELEY FARMS INC							
	CL-158042	07/10/2015 1098018			13-5310-0-4700-108-0000-3700-007-000	NN	313.62	313.62
				TOTAL PAYMENT AMOUNT	313.62 *			313.62
020098/00	BIG TRAY							
	CL-158164	07/10/2015 770675			13-5310-0-4400-108-0000-3700-007-000	NN	143.79	143.79
				TOTAL PAYMENT AMOUNT	143.79 *			143.79
021719/00	CHIPAK, NATALYA							
	CL-158063	07/10/2015 REFUND			13-5310-0-8634-000-0000-0000-000-000	NN	16.45	16.45
				TOTAL PAYMENT AMOUNT	16.45 *			16.45
017066/00	HARGREAVES, PATRICIA							
	CL-158079	07/10/2015 REFUND			13-5310-0-8634-000-0000-0000-000-000	NN	14.05	14.05
				TOTAL PAYMENT AMOUNT	14.05 *			14.05
014098/00	JEW, JEANNENE							
	CL-158169	07/10/2015 MAY/ JUNE MILEAGE			13-5310-0-5210-108-0000-3700-007-000	NN	40.02	40.02
				TOTAL PAYMENT AMOUNT	40.02 *			40.02
016279/00	P&R PAPER SUPPLY							
	CL-158170	07/10/2015 30039817.00			13-5310-0-4300-108-0000-3700-007-000	NN	3,438.03	3,438.03
				TOTAL PAYMENT AMOUNT	3,438.03 *			3,438.03
019993/00	PROPACIFIC FRESH							
	CL-158107	07/10/2015 60270 CHS			13-5310-0-4700-108-0000-3700-007-000	NN	2,764.01	2,764.01
				TOTAL PAYMENT AMOUNT	2,764.01 *			2,764.01
021194/00	PRUDENTIAL OVERALL SUPPLY INC							
	CL-158109	07/10/2015 180218749			13-5310-0-5800-108-0000-3700-007-000	NN	45.56	45.56
	136 PO-160129	07/10/2015 180219354			1 13-5310-0-5800-108-0000-3700-007-000	NN P	45.56	45.56
				TOTAL PAYMENT AMOUNT	91.12 *			91.12

FUND : 13 CAFETERIA FUND

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num		
Req Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP			Liq Amt	Net Amount
016043/00	SHELTONS UNLIMITED MECHANICAL						
CL-158124	07/10/2015	15-07 NUTRI	13-5310-0-5600-108-0000-3700-007-000	NN		243.04	243.04
CL-158125	07/10/2015	15-07 NUTRI	13-5310-0-5600-108-0000-3700-007-000	NN		1,541.96	1,541.96
TOTAL PAYMENT AMOUNT						1,785.00 *	1,785.00
020252/00	STAPLES ADVANTAGE						
CL-158132	07/10/2015	3260671333/CR9420/CR2961	13-5310-0-4300-108-0000-3700-007-000	NN		53.55	53.55
TOTAL PAYMENT AMOUNT						53.55 *	53.55
TOTAL FUND PAYMENT						8,659.64 **	8,659.64

## FUND : 14 DEFERRED MAINTENANCE FUND

Vendor/Addr Req Reference	Remit name Date	Description	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
				FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP				
010843/00	WILCO SUPPLY							
	CL-158150 07/10/2015	15F1007101			14-0024-0-4300-106-9608-8110-007-000	NN	2,156.46	2,156.46
					TOTAL PAYMENT AMOUNT		2,156.46 *	2,156.46
					TOTAL FUND PAYMENT		2,156.46 **	2,156.46
					TOTAL BATCH PAYMENT		433,471.02 ***	433,471.02
					TOTAL USE TAX AMOUNT		32.00	
					TOTAL DISTRICT PAYMENT		433,471.02 ****	433,471.02
					TOTAL USE TAX AMOUNT		32.00	
					TOTAL FOR ALL DISTRICTS:		433,471.02 *****	433,471.02
					TOTAL USE TAX AMOUNT		32.00	

Number of warrants to be printed: 86, not counting voids due to stub overflows.

Batch status: A All

From batch: 0007

To batch: 0007

Include Revolving Cash: Y

Include Address: N

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				
-----									
018388/00	123	MATH & READING							
	CL-158011	07/17/2015	20141505027		01-3010-0-5800-103-1110-1000-003-832 NN			8,743.80	301.00
	TOTAL PAYMENT AMOUNT								301.00 *
010669/00	ALHAMBRA & SIERRA SPRINGS								
	CL-158015	07/17/2015	4780818 070615		01-0000-0-4300-105-0000-7200-005-000 NN			208.16	36.41
	TOTAL PAYMENT AMOUNT								36.41 *
013985/00	ALL DIESEL ELECTRIC INC.								
	CL-158023	07/17/2015	close		01-0000-0-4300-112-0000-3600-007-000 NN			2,785.97	0.00
	TOTAL PAYMENT AMOUNT								0.00 *
016783/00	AMERICAN EAGLE ENTERPRISES								
	CL-158025	07/17/2015	2120		01-8150-0-5600-106-0000-8110-007-000 NN			1,650.00	1,650.00
	CL-158025	07/17/2015	2118		01-8150-0-5600-106-0000-8110-007-000 NN			1,250.00	1,250.00
	CL-158025	07/17/2015	2119		01-8150-0-5600-106-0000-8110-007-000 NN			3,150.00	3,150.00
	TOTAL PAYMENT AMOUNT								6,050.00 *
010564/00	APPLE COMPUTER								
	81 PO-160043	07/17/2015	4344976602		1 01-6500-0-4300-102-5750-1110-002-000 NN F			1,100.00	1,100.00
	TOTAL PAYMENT AMOUNT								1,100.00 *
021604/00	ATLAS DISPOSAL INDUSTRIES								
	CL-158175	07/17/2015	081525		01-0000-0-5550-106-0000-8110-007-000 NN			402.84	402.84
	CL-158175	07/17/2015	61261		01-0000-0-5550-106-0000-8110-007-000 NN			50.00	50.00
	152 PO-160139	07/17/2015	88505		1 01-0000-0-5550-106-0000-8110-007-000 NN P			168.05	168.05
	TOTAL PAYMENT AMOUNT								620.89 *
017760/00	BACKFLOW TECHNOLOGIES LLC								
	54 PO-160054	07/17/2015	15-9564		1 01-0000-0-5600-106-0000-8110-007-000 NN F			943.00	943.00
	TOTAL PAYMENT AMOUNT								943.00 *

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
010442/00	BAR HEIN							
	CL-158039 07/17/2015 close			01-0000-0-4300-106-0000-8110-007-000	NN		34.17	0.00
			TOTAL PAYMENT AMOUNT	0.00 *				0.00
010066/00	CALIFORNIA SCHOOL BOARD ASSN							
	178 PO-160161 07/17/2015 101082-16			1 01-0000-0-5300-120-0000-7110-001-000	NN F		7,325.00	7,325.00
			TOTAL PAYMENT AMOUNT	7,325.00 *				7,325.00
019184/00	CALIFORNIA SCHOOL BOARD ASSOC.							
	177 PO-160160 07/17/2015 18138-S2X3C1			1 01-0000-0-5800-120-0000-7110-001-000	NN F		2,385.00	2,385.00
			TOTAL PAYMENT AMOUNT	2,385.00 *				2,385.00
011360/00	CAPITOL BUILDERS HARDWARE INC							
	CL-158176 07/17/2015 203394			01-8150-0-4300-106-0000-8110-007-000	NN		32.55	32.55
			TOTAL PAYMENT AMOUNT	32.55 *				32.55
010575/00	CAPITOL CLUTCH & BRAKE INC.							
	CL-158055 07/17/2015 close			01-0000-0-4300-112-0000-3600-007-000	NN		923.88	0.00
			TOTAL PAYMENT AMOUNT	0.00 *				0.00
013928/00	CINTAS LOCATION 622							
	CL-158177 07/17/2015 622532615			01-0000-0-5800-111-0000-8200-007-000	NN		191.90	191.90
			TOTAL PAYMENT AMOUNT	191.90 *				191.90
015699/00	CLARK SECURITY PRODUCTS							
	52 PO-160053 07/17/2015 22K-101953			1 01-8150-0-4300-106-0000-8110-007-000	NN P		196.91	196.91
			TOTAL PAYMENT AMOUNT	196.91 *				196.91
014557/00	COLLEGE OAK TOW & TRANSPORT							
	107 PO-160102 07/17/2015 484656/16267			1 01-0000-0-5800-112-0000-3600-007-000	NN P		245.70	245.70
			TOTAL PAYMENT AMOUNT	245.70 *				245.70

FUND : 01 GENERAL FUND

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					
021813/00	CONSOLIDATED COMMUNICATIONS							
151 PO-160138	07/17/2015	916-150-1605/0	1 01-0000-0-5902-106-0000-8110-007-000 NN P				5,820.17	5,820.17
			TOTAL PAYMENT AMOUNT	5,820.17 *				5,820.17
016069/00	CORRALEJO, BONNIE							
CL-158067	07/17/2015	close	01-0000-0-5800-112-0000-3600-007-000 NN				37.79	0.00
			TOTAL PAYMENT AMOUNT	0.00 *				0.00
010236/00	CREATIVE BUS SALES							
108 PO-160103	07/17/2015	8011874	1 01-0000-0-4300-112-0000-3600-007-000 NN P				186.79	186.79
			TOTAL PAYMENT AMOUNT	186.79 *				186.79
019943/00	DOCUMENT TRACKING SERVICES							
122 PO-160136	07/17/2015	9584301	1 01-0000-0-5800-103-0000-2110-003-000 NN F				2,650.00	2,650.00
			TOTAL PAYMENT AMOUNT	2,650.00 *				2,650.00
010336/00	ECOTECH PEST MANAGEMENT INC [REDACTED]							
CL-158186	07/17/2015	7962	01-0000-0-5500-106-0000-8110-007-000 NN				1,500.00	1,500.00
171 PO-160155	07/17/2015	8015	1 01-0000-0-5500-106-0000-8110-007-000 NN P				712.00	712.00
			TOTAL PAYMENT AMOUNT	2,212.00 *				2,212.00
019050/00	HAL'S AUTO CARE							
CL-158078	07/17/2015	1048980	01-0000-0-4300-112-0000-3600-007-000 NN				800.00	343.07
188 PO-160172	07/17/2015	1049116	1 01-0000-0-4300-112-0000-3600-007-000 NN P				36.72	36.72
			TOTAL PAYMENT AMOUNT	379.79 *				379.79
010602/00	HI-LINE ELECTRICAL & MECH							
CL-158081	07/17/2015	close	01-0000-0-4300-112-0000-3600-007-000 NN				761.81	0.00
			TOTAL PAYMENT AMOUNT	0.00 *				0.00



FUND : 01 GENERAL FUND

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num			
Req Reference	Date	Description	FD RESO	P OBJE	SIT GOAL	FUNC RES	DEP T9MP	Liq Amt Net Amount
020904/00	HIBBERT, NIKKI							
CL-158082	07/17/2015	close			01-0000-0-5800-112-0000-3600-007-000	NN		70.33 0.00
TOTAL PAYMENT AMOUNT					0.00 *			0.00
017002/00	HOME DEPOT CREDIT SERVICES							
43 PO-160046	07/17/2015	8280570	1	01-8150-0-4300-106-0000-8110-007-000	NN	P		27.75 27.75
43 PO-160046	07/17/2015	7280715	1	01-8150-0-4300-106-0000-8110-007-000	NN	P		5.65 5.65
43 PO-160046	07/17/2015	9024378	1	01-8150-0-4300-106-0000-8110-007-000	NN	P		278.24 278.24
43 PO-160046	07/17/2015	8273420	1	01-8150-0-4300-106-0000-8110-007-000	NN	P		29.35 29.35
43 PO-160046	07/17/2015	5011966	1	01-8150-0-4300-106-0000-8110-007-000	NN	P		21.23 21.23
43 PO-160046	07/17/2015	8023281	1	01-8150-0-4300-106-0000-8110-007-000	NN	P		131.84 131.84
43 PO-160046	07/17/2015	1280775	1	01-8150-0-4300-106-0000-8110-007-000	NN	P		45.47 45.47
43 PO-160046	07/17/2015	2280768	1	01-8150-0-4300-106-0000-8110-007-000	NN	P		60.53 60.53
TOTAL PAYMENT AMOUNT					600.06 *			600.06
011341/00	HUNT & SONS INC							
CL-158083	07/17/2015	close			01-0000-0-4308-112-0000-3600-007-000	NN		55,135.59 0.00
TOTAL PAYMENT AMOUNT					0.00 *			0.00
010609/00	KELLY MOORE PAINT CO							
CL-158179	07/17/2015	20200000306657			01-8150-0-4300-106-0000-8110-007-000	NN		19.69 19.69
TOTAL PAYMENT AMOUNT					19.69 *			19.69
021083/00	KIRK S. BRAINERD ARCHITECT							
CL-158085	07/17/2015	close			01-9472-0-5800-106-9620-8110-007-928	NN		217.50 0.00
TOTAL PAYMENT AMOUNT					0.00 *			0.00
011503/00	LAMON CONSTRUCTION CO.INC.							
CL-158086	07/17/2015	123268			01-9472-0-5600-106-9620-8110-007-928	NN		749.95 749.95
TOTAL PAYMENT AMOUNT					749.95 *			749.95

FUND : 01 GENERAL FUND

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num			
Req Reference	Date	Description	FD RESO	P OBJE	SIT GOAL	FUNC RES	DEP T9MP	Liq Amt Net Amount
014389/00	LOMOVA, YELENA							
	CL-158087	07/17/2015	close		01-0000-0-5800-112-0000-3600-007-000	NN		34.46 0.00
								TOTAL PAYMENT AMOUNT 0.00 * 0.00
017726/00	LOS ANGELES FREIGHTLINER							
	CL-158045	07/14/2015	close		01-0000-0-4300-112-0000-3600-007-000	NN		1,738.44 0.00
								TOTAL PAYMENT AMOUNT 0.00 * 0.00
019059/00	MILLENNIUM TERMITE & PEST							
	CL-158180	07/17/2015	TR71099		01-0000-0-5500-106-0000-8110-007-000	NN		91.00 91.00
	CL-158180	07/17/2015	TR72628		01-0000-0-5500-106-0000-8110-007-000	NN		57.00 57.00
	CL-158180	07/17/2015	TR72628		01-0000-0-5500-106-0000-8110-007-000	NN		59.00 59.00
								TOTAL PAYMENT AMOUNT 207.00 * 207.00
017576/00	OFFICE DEPOT/BUS.SERVICES DIV							
	CL-158097	07/17/2015	776773652001		01-6520-0-4300-472-5770-1110-003-000	NN		1,294.16 1,294.16
	CL-158097	07/17/2015	776773652002		01-6520-0-4300-472-5770-1110-003-000	NN		24.29 24.29
	CL-158097	07/17/2015	776773653001		01-6520-0-4300-472-5770-1110-003-000	NN		34.54 34.54
	CL-158097	07/17/2015	776773654001		01-6520-0-4300-472-5770-1110-003-000	NN		220.31 220.31
	CL-158097	07/17/2015	776773655001		01-6520-0-4300-472-5770-1110-003-000	NN		82.27 82.27
	CL-158097	07/17/2015	776773656001		01-6520-0-4300-472-5770-1110-003-000	NN		14.68 14.68
	CL-158097	07/17/2015	776773657001		01-6520-0-4300-472-5770-1110-003-000	NN		29.25 16.53
								TOTAL PAYMENT AMOUNT 1,686.78 * 1,686.78
014069/00	PLATT ELECTRIC SUPPLY INC							
	CL-158103	07/17/2015	H122800		01-8150-0-4300-106-0000-8110-007-000	NN		124.89 124.89
	45 PO-160047	07/17/2015	H147945		1 01-8150-0-4300-106-0000-8110-007-000	NN P		128.39 128.39
								TOTAL PAYMENT AMOUNT 253.28 * 253.28
021194/00	PRUDENTIAL OVERALL SUPPLY INC							
	119 PO-160114	07/17/2015	180219956		1 01-0000-0-5600-112-0000-3600-007-000	NN P		60.99 60.99
								TOTAL PAYMENT AMOUNT 60.99 * 60.99

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
-----									
011238/00	RELIABLE TIRE								
112	PO-160107	07/17/2015	126986	1	01-0000-0-4300-112-0000-3600-007-000	NN	P	926.42	926.42
TOTAL PAYMENT AMOUNT								926.42 *	926.42
010627/00	RIVERVIEW INTERNATIONAL TRUCKS								
113	PO-160108	07/17/2015	867553	1	01-0000-0-4300-112-0000-3600-007-000	NN	P	162.31	162.31
113	PO-160108	07/17/2015	867499	1	01-0000-0-4300-112-0000-3600-007-000	NN	P	53.66	53.66
113	PO-160108	07/17/2015	867277	2	01-0000-0-5600-112-0000-3600-007-000	NN	P	162.31	162.31
113	PO-160108	07/17/2015	867499	2	01-0000-0-5600-112-0000-3600-007-000	NN	P	53.67	53.67
TOTAL PAYMENT AMOUNT								431.95 *	431.95
021808/00	ROSEVILLE CHAMBER OF COMMERCE								
174	PO-160157	07/17/2015	141621	1	01-0000-0-5300-101-0000-7150-002-000	NN	F	150.00	150.00
TOTAL PAYMENT AMOUNT								150.00 *	150.00
010552/00	SAC VAL JANITORIAL								
	CL-158114	07/17/2015	close per cs mot		01-0000-0-6400-111-0000-8200-007-000	NN		2,430.00	0.00
	CL-158181	07/17/2015	10144145		01-0000-0-4300-111-0000-8200-007-000	NN		519.09	519.09
69	PO-160068	07/17/2015	10143899	1	01-0000-0-9320-000-0000-0000-000-000	NN	P	188.69	188.69
69	PO-160068	07/17/2015	10143885	1	01-0000-0-9320-000-0000-0000-000-000	NN	P	921.89	921.89
69	PO-160068	07/17/2015	10144767	1	01-0000-0-9320-000-0000-0000-000-000	NN	P	426.61	426.61
TOTAL PAYMENT AMOUNT								2,056.28 *	2,056.28
010266/00	SACRAMENTO COUNTY UTILITIES								
153	PO-160140	07/17/2015	50000878546	1	01-0000-0-5540-106-0000-8110-007-000	NN	P	691.38	691.38
153	PO-160140	07/17/2015	50000878608	1	01-0000-0-5540-106-0000-8110-007-000	NN	P	309.27	309.27
153	PO-160140	07/17/2015	500006974207	1	01-0000-0-5540-106-0000-8110-007-000	NN	P	1,591.26	1,591.26
TOTAL PAYMENT AMOUNT								2,591.91 *	2,591.91
013973/00	SAMBA SAFETY								
	CL-158182	07/17/2015	6137-201506		01-0000-0-4300-112-0000-3600-007-000	NN		59.77	59.77
TOTAL PAYMENT AMOUNT								59.77 *	59.77

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
-----									
010373/00	SCHOOLS INSURANCE AUTHORITY								
	CL-158123	07/17/2015	2015-UST-KAM.25		01-0000-0-5800-112-0000-3600-007-000	NN		150.00	150.00
	TOTAL PAYMENT AMOUNT				150.00	*			150.00
015240/00	SF CABLE								
	86 PO-160080	07/17/2015	286486		1 01-9115-0-4300-115-0000-7700-007-000	NN F		1,027.10	1,027.10
	TOTAL PAYMENT AMOUNT				1,027.10	*			1,027.10
018370/00	STANLEY CONVERGENT SECURITY								
	157 PO-160143	07/17/2015	12593288		1 01-8150-0-5800-106-0000-8110-007-000	NN P		3,355.23	3,355.23
	TOTAL PAYMENT AMOUNT				3,355.23	*			3,355.23
010137/00	STATE BOARD OF EQUALIZATION								
	CL-158134	07/17/2015	57-415168		01-0000-0-5800-112-0000-3600-007-000	NN		193.96	83.77
	TOTAL PAYMENT AMOUNT				83.77	*			83.77
010139/00	TROXELL COMMUNICATIONS INC								
	CL-158035	07/17/2015	842658		01-9115-0-4400-115-0000-7700-007-000	NN		2,653.57	2,653.57
	CL-158035	07/17/2015	842440		01-9115-0-4400-115-0000-7700-007-000	NN		29,976.47	29,976.48
	TOTAL PAYMENT AMOUNT				32,630.05	*			32,630.05
018567/00	TRULITE WSG LLC								
	CL-158149	07/17/2015	close		01-8150-0-4300-106-0000-8110-007-000	NN		1,194.74	0.00
	TOTAL PAYMENT AMOUNT				0.00	*			0.00
021217/00	UNITED REFRIGERATION INC								
	CL-158183	07/17/2015	81273959-99		01-8150-0-4300-106-0000-8110-007-000	NN		161.75	161.75
	TOTAL PAYMENT AMOUNT				161.75	*			161.75

FUND : 01 GENERAL FUND

Vendor/Addr Req Reference	Remit name Date	Description	Tax ID num	Deposit type	ABA num FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP	Account num	Liq Amt	Net Amount
018730/00	UNITED TEXTILE INC							
	CL-158184 07/17/2015	0466331-IN			01-0000-0-4300-112-0000-3600-007-000 NN		69.03	69.03
					TOTAL PAYMENT AMOUNT		69.03 *	69.03
022179/00	US HEALTHWORKS							
	CL-158144 07/17/2015	2733325-CA			01-0000-0-5800-110-0000-7200-004-000 NN		28.00	28.00
					TOTAL PAYMENT AMOUNT		28.00 *	28.00
015018/00	VERHOVETCHI, VEACESLAV							
	CL-158147 07/17/2015	close			01-0000-0-5800-112-0000-3600-007-000 NN		61.74	0.00
					TOTAL PAYMENT AMOUNT		0.00 *	0.00
016252/00	WALTON ENGINEERING INC							
	CL-158185 07/17/2015	97816			01-0000-0-5800-112-0000-3600-007-000 NN		1,084.10	1,084.10
	116 PO-160111 07/17/2015	97819			1 01-0000-0-5800-112-0000-3600-007-000 NN F		1,500.00	1,643.50
					TOTAL PAYMENT AMOUNT		2,727.60 *	2,727.60
					TOTAL FUND PAYMENT		80,703.72 **	80,703.72

FUND : 13 CAFETERIA FUND

Vendor/Addr Req Reference	Remit name Date	Description	Tax ID num	Deposit type FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP	ABA num	Account num	Liq Amt	Net Amount
021080/00	GOLD STAR FOODS INC							
130 PO-160124	07/17/2015	1392679		1 13-5310-0-4700-108-0000-3700-007-000 NN P			22,314.84	22,314.84
TOTAL PAYMENT AMOUNT					22,314.84 *			22,314.84
022364/00	HEARTLAND SCHOOL SOLUTIONS							
140 PO-160133	07/17/2015	HSS00000028447		1 13-5310-0-5300-108-0000-3700-007-000 NN P			17.55	17.55
TOTAL PAYMENT AMOUNT					17.55 *			17.55
021194/00	PRUDENTIAL OVERALL SUPPLY INC							
136 PO-160129	07/17/2015	180219955		1 13-5310-0-5800-108-0000-3700-007-000 NN P			45.56	45.56
TOTAL PAYMENT AMOUNT					45.56 *			45.56
TOTAL FUND PAYMENT					22,377.95 **			22,377.95

FUND : 14 DEFERRED MAINTENANCE FUND

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num			
Req Reference	Date	Description	FD	RESSO	P	OBJE	SIT	GOAL
			FUNC	RES	DEP	T9MP	Liq Amt	Net Amount
013988/00	BUTTES/CENTER STATE PIPE &							
CL-158046	07/17/2015	8008452238.001		14-0024-0-4300-106-9606-8110-007-000	NN		3,000.00	2,851.00
				TOTAL PAYMENT AMOUNT			2,851.00 *	2,851.00
010376/00	SLAKEY BROS. INC.							
CL-158130	07/17/2015	80325143-00		14-0024-0-4400-106-9607-8110-007-000	NN		4,000.00	3,750.85
				TOTAL PAYMENT AMOUNT			3,750.85 *	3,750.85
				TOTAL FUND	PAYMENT		6,601.85 **	6,601.85
				TOTAL BATCH PAYMENT			109,683.52 ***	0.00
				TOTAL DISTRICT PAYMENT			109,683.52 ****	0.00
				TOTAL FOR ALL DISTRICTS:			109,683.52 ****	0.00

Number of warrants to be printed: 44, not counting voids due to stub overflows.

Batch status: A All

From batch: 0008

To batch: 0008

Include Revolving Cash: Y

Include Address: N



81 CENTER UNIFIED SCHOOL DIST.

ACCOUNTS PAYABLE PRELIST  
 BATCH: 0008 07/22/15  
 FUND : 01 GENERAL FUND

J7904 APY500 H.02.05 07/22/15 PAGE 1  
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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				
019486/00	4IMPRINT INC							
36	PO-160034	07/22/2015	4048972	1 01-0000-0-5800-105-0000-7200-005-000 NN F			309.70	309.70
TOTAL PAYMENT AMOUNT							309.70 *	309.70
015722/00	ACSA FOUNDATION FOR EDUC.ADMIN							
173	PO-160156	07/22/2015	11738	1 01-0000-0-5300-101-0000-7150-002-000 NN F			1,719.10	1,719.10
TOTAL PAYMENT AMOUNT							1,719.10 *	1,719.10
019769/00	AMERICAN EXPRESS							
180	PO-160163	07/22/2015	0-03000	1 01-0000-0-4200-101-0000-7150-002-000 NN F			288.60	288.60
TOTAL PAYMENT AMOUNT							288.60 *	288.60
010564/00	APPLE COMPUTER							
80	PO-160042	07/22/2015	4345179068	1 01-6500-0-4400-102-5750-1110-002-000 NN F			1,040.64	1,040.64
TOTAL PAYMENT AMOUNT							1,040.64 *	1,040.64
019750/00	CAPITAL PROGRAM MGMT INC							
CL-158188	07/22/2015	#6		01-6230-0-5800-106-9623-8500-007-000 NN			3,047.25	3,047.25
TOTAL PAYMENT AMOUNT							3,047.25 *	3,047.25
015699/00	CLARK SECURITY PRODUCTS							
52	PO-160053	07/22/2015	22K-103027	1 01-8150-0-4300-106-0000-8110-007-000 NN P			42.17	42.17
TOTAL PAYMENT AMOUNT							42.17 *	42.17
021813/00	CONSOLIDATED COMMUNICATIONS							
150	PO-160137	07/22/2015	916-733-4031/0	1 01-0000-0-5902-106-0000-8110-007-000 NN P			252.42	252.42
150	PO-160137	07/22/2015	916-733-74131/0	1 01-0000-0-5902-106-0000-8110-007-000 NN P			926.85	926.85
TOTAL PAYMENT AMOUNT							1,179.27 *	1,179.27

81 CENTER UNIFIED SCHOOL DIST.

ACCOUNTS PAYABLE PRELIST  
 BATCH: 0008 07/22/15  
 FUND : 01 GENERAL FUND

J7904 APY500 H.02.05 07/22/15 PAGE 2  
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Vendor/Addr Req Reference	Remit name Date	Description	Tax ID num	Deposit type FD RESO P OBJE SIT	ABA num GOAL FUNC RES DEP T9MP	Account num	Liq Amt	Net Amount
021979/00	COUNTY OF SACRAMENTO							
	CL-158189 07/22/2015	SERIES B		01-0000-0-5800-100-0000-7200-005-000	NN		224.14	224.14
	CL-158189 07/22/2015	SERIES C		01-0000-0-5800-100-0000-7200-005-000	NN		224.14	224.14
	CL-158189 07/22/2015	SERIES 2001		01-0000-0-5800-100-0000-7200-005-000	NN		211.36	211.36
	CL-158189 07/22/2015	SERIES 2007D		01-0000-0-5800-100-0000-7200-005-000	NN		230.53	230.53
		TOTAL PAYMENT AMOUNT			890.17 *			890.17
015718/00	CUSTOM BENEFIT ADMINISTRATORS							
	PV-161003 07/22/2015	CBA JULY		01-0000-0-9552-000-0000-0000-000-000	NN			1,049.30
		TOTAL PAYMENT AMOUNT			1,049.30 *			1,049.30
019388/00	DIAZ-ROMERO, DANIEL							
	267 PO-160245 07/22/2015	REIMB		1 01-0000-0-5200-472-0000-2700-014-000	NN F		114.54	114.54
		TOTAL PAYMENT AMOUNT			114.54 *			114.54
010408/00	FERRELLGAS							
	268 PO-160246 07/22/2015	1088159992		1 01-0000-0-4308-112-0000-3600-007-000	NN P		204.64	204.64
		TOTAL PAYMENT AMOUNT			204.64 *			204.64
015636/00	HASTIE'S SAND AND GRAVEL							
	90 PO-160084 07/22/2015	133640		1 01-0000-0-4300-106-0000-8110-007-000	NN P		2,025.01	2,025.01
	90 PO-160084 07/22/2015	133686		1 01-0000-0-4300-106-0000-8110-007-000	NN F		2,974.99	2,025.01
		TOTAL PAYMENT AMOUNT			4,050.02 *			4,050.02
014576/00	HAYES, SHIRLEY							
	271 PO-160249 07/22/2015	REIMB		1 01-0000-0-4300-472-0000-2700-014-000	NN F		33.46	33.46
		TOTAL PAYMENT AMOUNT			33.46 *			33.46
021775/00	HD SUPPLY FACILITIES MAINT.							
	CL-158080 07/22/2015	9138575355		01-8150-0-4300-106-0000-8110-007-000	NN		1,839.42	182.51
		TOTAL PAYMENT AMOUNT			182.51 *			182.51

81 CENTER UNIFIED SCHOOL DIST.

ACCOUNTS PAYABLE PRELIST  
 BATCH: 0008 07/22/15  
 FUND : 01 GENERAL FUND

J7904 APY500 H.02.05 07/22/15 PAGE 3  
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Vendor/Addr Req Reference	Remit name Date	Description	Tax ID num	Deposit type FD RESO P OBJE SIT	ABA num GOAL FUNC RES DEP T9MP	Account num	Liq Amt	Net Amount
011341/00	HUNT & SONS INC							
187 PO-160171	07/22/2015	495570		1 01-0000-0-4308-112-0000-3600-007-000 NN P			17,571.73	17,571.73
TOTAL PAYMENT AMOUNT							17,571.73 *	17,571.73
010355/00	KAISER FOUNDATION HEALTH PLAN							
PV-161004	07/22/2015	KAISER AUGUST		01-0000-0-9552-000-0000-0000-000-000 NN				176,847.57
TOTAL PAYMENT AMOUNT							176,847.57 *	176,847.57
021926/00	MATRE, KAREN							
275 PO-160252	07/22/2015	REIMB		1 01-0000-0-4300-472-0000-2700-014-000 NN F			1,295.97	1,295.97
TOTAL PAYMENT AMOUNT							1,295.97 *	1,295.97
021692/00	MONOPRICE INC							
101 PO-160094	07/22/2015	12611783		1 01-0000-0-4300-115-0000-7700-007-000 NN F			75.14	72.44
TOTAL PAYMENT AMOUNT							72.44 *	72.44
017576/00	OFFICE DEPOT/BUS.SERVICES DIV							
CL-158096	07/22/2015	776670260001		01-0000-0-4300-601-1110-1000-017-000 NN			299.51	299.51
CL-158096	07/22/2015	776670261001		01-0000-0-4300-601-1110-1000-017-000 NN			20.65	20.65
CL-158096	07/22/2015	776670262001		01-0000-0-4300-601-1110-1000-017-000 NN			131.86	131.86
CL-158096	07/22/2015	776507150001		01-0000-0-4300-601-1110-1000-017-000 NN			16.53	16.53
CL-158096	07/22/2015	776507149001/778056811001		01-0000-0-4300-601-1110-1000-017-000 NN			530.95	466.51
TOTAL PAYMENT AMOUNT							935.06 *	935.06
018631/00	ONE STOP TRUCK SHOP							
CL-158098	07/22/2015	6106		01-8150-0-4300-106-0000-8110-007-000 NN			711.72	711.72
TOTAL PAYMENT AMOUNT							711.72 *	711.72
016692/00	PERFORMANCE CHEVROLET							
200 PO-160188	07/22/2015	557429		1 01-0000-0-4300-112-0000-3600-007-000 NN P			110.02	110.02
200 PO-160188	07/22/2015	557430		1 01-0000-0-4300-112-0000-3600-007-000 NN P			126.84	126.84
TOTAL PAYMENT AMOUNT							236.86 *	236.86

81 CENTER UNIFIED SCHOOL DIST.

ACCOUNTS PAYABLE PRELIST  
BATCH: 0008 07/22/15  
FUND : 01 GENERAL FUNDJ7904 APY500 H.02.05 07/22/15 PAGE 4  
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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				
014069/00	PLATT ELECTRIC SUPPLY INC							
45 PO-160047	07/22/2015	H208566		1 01-8150-0-4300-106-0000-8110-007-000 NN P			116.05	116.05
45 PO-160047	07/22/2015	H221611		1 01-8150-0-4300-106-0000-8110-007-000 NN P			33.16	33.16
45 PO-160047	07/22/2015	H213683		1 01-8150-0-4300-106-0000-8110-007-000 NN P			207.21	207.21
TOTAL PAYMENT AMOUNT					356.42 *			356.42
021415/00	PRO SPORTS FLOORS INC							
44 PO-160038	07/22/2015	12405		1 01-8150-0-5600-106-0000-8110-007-000 NN F			6,845.09	6,845.00
TOTAL PAYMENT AMOUNT					6,845.00 *			6,845.00
021194/00	PRUDENTIAL OVERALL SUPPLY INC							
119 PO-160114	07/22/2015	180220558		1 01-0000-0-5600-112-0000-3600-007-000 NN P			60.99	60.99
TOTAL PAYMENT AMOUNT					60.99 *			60.99
011238/00	RELIABLE TIRE							
112 PO-160107	07/22/2015	127349		1 01-0000-0-4300-112-0000-3600-007-000 NN P			377.59	377.59
112 PO-160107	07/22/2015	127350		1 01-0000-0-4300-112-0000-3600-007-000 NN P			169.15	169.15
TOTAL PAYMENT AMOUNT					546.74 *			546.74
010552/00	SAC VAL JANITORIAL							
69 PO-160068	07/22/2015	10145304		1 01-0000-0-9320-000-0000-0000-000-000 NN P			387.99	387.99
TOTAL PAYMENT AMOUNT					387.99 *			387.99
015240/00	SF CABLE							
125 PO-160118	07/22/2015	286803		1 01-9115-0-4300-115-0000-7700-007-000 NN F			63.71	63.71
233 PO-160221	07/22/2015	286803		1 01-9115-0-4300-115-0000-7700-007-000 NN C			63.71	0.00
TOTAL PAYMENT AMOUNT					63.71 *			63.71
011554/00	TRACTOR SUPPLY CO							
269 PO-160247	07/22/2015	46232		1 01-0000-0-4300-111-0000-8200-007-000 NN P			102.94	102.94
TOTAL PAYMENT AMOUNT					102.94 *			102.94

81 CENTER UNIFIED SCHOOL DIST.

ACCOUNTS PAYABLE PRELIST  
 BATCH: 0008 07/22/15  
 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
010139/00	Troxell Communications Inc							
123 PO-160116	07/22/2015	844419	1	01-9115-0-4400-115-0000-7700-007-000	NN	P	14,067.00	14,067.00
124 PO-160117	07/22/2015	844453	1	01-9115-0-4400-115-0000-7700-007-000	NN	P	13,653.36	13,653.36
124 PO-160117	07/22/2015	844665	1	01-9115-0-4400-115-0000-7700-007-000	NN	P	97.20	97.20
TOTAL PAYMENT AMOUNT							27,817.56 *	27,817.56
018567/00	Trulite WSG LLC							
70 PO-160069	07/22/2015	100134	1	01-8150-0-4300-106-0000-8110-007-000	NN	P	374.63	374.63
70 PO-160069	07/22/2015	100135	1	01-8150-0-4300-106-0000-8110-007-000	NN	P	47.98	47.98
TOTAL PAYMENT AMOUNT							422.61 *	422.61
015018/00	Verhovetchi, Veaceslav							
257 PO-160241	07/22/2015	TRIP 650	1	01-0000-0-4300-112-0000-3600-007-000	NN	P	10.69	10.69
257 PO-160241	07/22/2015	TRIP 653	1	01-0000-0-4300-112-0000-3600-007-000	NN	P	12.20	12.20
257 PO-160241	07/22/2015	638	1	01-0000-0-4300-112-0000-3600-007-000	NN	P	12.47	12.47
TOTAL PAYMENT AMOUNT							35.36 *	35.36
022221/00	Western Health Advantage							
PV-161005	07/22/2015	WHA AUGUST		01-0000-0-9552-000-0000-0000-000-000	NN			114,499.09
TOTAL PAYMENT AMOUNT							114,499.09 *	114,499.09
017313/00	Xerox							
CL-158153	07/22/2015	230018232		01-0000-0-5800-115-9790-8200-007-000	NN		1,379.47	1,379.47
CL-158154	07/22/2015	300269839		01-0000-0-5800-115-9790-8200-007-000	NN		136.09	136.09
CL-158154	07/22/2015	300269021		01-0000-0-5800-115-9790-8200-007-000	NN		37,375.01	37,375.01
CL-158154	07/22/2015	300268714		01-0000-0-5800-115-9790-8200-007-000	NN		510.31	510.31
CL-158154	07/22/2015	300269021		01-0000-0-5800-115-9790-8200-007-000	NN		15.00	15.00
CL-158155	07/22/2015	300269021		01-7220-0-5612-472-1110-1000-014-000	NN		100.00	100.00
CL-158158	07/22/2015	300269021		01-6500-0-5612-102-5001-2700-002-000	NN		50.00	50.00
CL-158160	07/22/2015	300269021		01-0000-0-5612-472-1215-1000-014-000	NN		100.00	100.00
CL-158190	07/22/2015	300269839		01-0000-0-9320-000-0000-0000-000-000	NN		802.87	802.87
TOTAL PAYMENT AMOUNT							40,468.75 *	40,468.75
TOTAL FUND PAYMENT							403,429.88 **	403,429.88

81 CENTER UNIFIED SCHOOL DIST.

ACCOUNTS PAYABLE PRELIST  
 BATCH: 0008 07/22/15  
 FUND : 09 CHARTER SCHOOLS

J7904 APY500 H.02.05 07/22/15 PAGE 6  
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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						
CL-158159	07/22/2015	300269021		09-0000-0-5612-501-0000-2700-016-000	NN	20.00	20.00
			TOTAL PAYMENT AMOUNT	20.00 *			20.00
			TOTAL FUND PAYMENT	20.00 **			20.00

81 CENTER UNIFIED SCHOOL DIST.

ACCOUNTS PAYABLE PRELIST  
BATCH: 0008 07/22/15  
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						
	CL-158156 07/22/2015	300269021			11-0030-0-5612-601-4130-1000-017-000 NN		9.00	10.00
				TOTAL PAYMENT AMOUNT	10.00 *			10.00
				TOTAL FUND PAYMENT	10.00 **			10.00

81 CENTER UNIFIED SCHOOL DIST.

ACCOUNTS PAYABLE PRELIST  
 BATCH: 0008 07/22/15  
 FUND : 12 CHILD DEVELOPMEN FUND

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num		
Req Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP			Liq Amt	Net Amount
018143/00		CHILD DEVELOPMENT CENTERS INC					
CL-158061	07/22/2015	5030-JUNE		12-5025-0-5800-100-8500-1000-005-000	NN	10,455.57	8,662.93
CL-158062	07/22/2015	5030-JUN15		12-6105-0-5800-100-8500-1000-005-000	NN	11,326.86	9,384.84
		TOTAL PAYMENT AMOUNT		18,047.77	*		18,047.77
		TOTAL FUND PAYMENT		18,047.77	**		18,047.77



81 CENTER UNIFIED SCHOOL DIST.

ACCOUNTS PAYABLE PRELIST  
 BATCH: 0008 07/22/15  
 FUND : 13 CAFETERIA FUND

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Vendor/Addr	Remit name	Description	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
Req Reference	Date			FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP				
011602/00	DANIELSEN CO., THE							
128 PO-160122	07/22/2015	77945		1 13-5310-0-4700-108-0000-3700-007-000 NN P			5,524.13	5,524.13
				TOTAL PAYMENT AMOUNT			5,524.13 *	5,524.13
011613/00	DITTO PRINT & COPY							
139 PO-160132	07/22/2015	5185		1 13-5310-0-5800-108-0000-3700-007-000 NN P			327.67	327.67
				TOTAL PAYMENT AMOUNT			327.67 *	327.67
021194/00	PRUDENTIAL OVERALL SUPPLY INC							
136 PO-160129	07/22/2015	180220557		1 13-5310-0-5800-108-0000-3700-007-000 NN P			73.39	73.39
				TOTAL PAYMENT AMOUNT			73.39 *	73.39
017334/00	SEVEN UP BOTTLING CO. OF S.F.							
134 PO-160128	07/22/2015	5188539201		1 13-5310-0-4700-108-0000-3700-007-000 NN P			945.50	945.50
				TOTAL PAYMENT AMOUNT			945.50 *	945.50
011422/00	SYSCO OF SAN FRANCISCO							
129 PO-160123	07/22/2015	507212362		1 13-5310-0-4700-108-0000-3700-007-000 NN P			2,842.28	2,842.28
				TOTAL PAYMENT AMOUNT			2,842.28 *	2,842.28
				TOTAL FUND PAYMENT			9,712.97 **	9,712.97

81 CENTER UNIFIED SCHOOL DIST.

ACCOUNTS PAYABLE PRELIST

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BATCH: 0008 07/22/15

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FUND : 14 DEFERRED MAINTENANCE FUND

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 DBP T9MP			
020734/00	AAA SERVICES							
190 PO-160178	07/22/2015	257129			1 14-0024-0-5600-106-9607-8110-007-000 NN F		193.75	193.75
					TOTAL PAYMENT AMOUNT		193.75 *	193.75
					TOTAL FUND PAYMENT		193.75 **	193.75
					TOTAL BATCH PAYMENT		431,414.37 ***	0.00
					TOTAL DISTRICT PAYMENT		431,414.37 ****	0.00
					TOTAL FOR ALL DISTRICTS:		431,414.37 ****	0.00

Number of warrants to be printed: 42, not counting voids due to stub overflows.

*Center Joint Unified School District*

<b>AGENDA REQUEST FOR:</b>	
<b>Dept./Site:</b> Superintendent's Office	<b>Action Item</b> <u>    X    </u>
<b>To:</b> Board of Trustees	<b>Information Item</b> <u>          </u>
<b>Date:</b> August 19, 2015	<b># Attached Pages</b> <u>    11    </u>
<b>From:</b> Scott A. Loehr, Superintendent	
<b>Principal/Administrator Initials:</b> <u>                    </u>	

**SUBJECT: CSBA Nominations for Director-at-Large African American and American Indian**

Nominations will be accepted until Friday, October 2, 2015. Nominations must be made by a CSBA member board and the nominee must be a board member from a CSBA member district.

**RECOMMENDATION:**



July 31, 2015

**TIME SENSITIVE, REQUIRES BOARD ACTION**  
**DEADLINE Friday, October 2, 2015**  
*Please deliver to all members of the governing board.*

**MEMORANDUM**

**TO:** All Board Presidents and Superintendents  
CSBA Member Districts and County Offices of Education

**FROM:** Jesús M. Holguín, President

**SUBJECT:** Call for Nominations for Directors-at-Large African American, American Indian, and County

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Nominations for CSBA Director-at-Large African American, American Indian, and County are currently being accepted until **Friday, October 2, 2015**. Nomination forms and all information related to the election process are available online, please visit [www.csba.org](http://www.csba.org).

The elections will take place at CSBA's Delegate Assembly meeting at the Marriott Marquis San Diego Marina on December 2-3. Directors-at-Large serve two-year terms and take office immediately upon the close of the Association's Annual Education Conference.

The nominations for Director-at-Large must be made by a CSBA member board and the nominee must be a board member from a CSBA member district or county office of education. (Please note: Only a CSBA member County Board of Education may submit a nomination for the Director-at-Large, County seat.)

The U.S. Postal Service postmark or email deadline for the nomination form and the required two letters of recommendation is **Friday, October 2**.

A valid nomination includes the following:

- **Nomination form:** A completed, signed and dated nomination form. *It is the responsibility of the nominating board to first obtain permission from the nominee prior to submitting his or her name.*
- **Two letters of recommendation:** (one page, single-sided)
  - 1) CSBA member district or county office of education (COE) board  
*A letter submitted by a member board, if signed by the Superintendent, must state in the letter "on behalf of the board."*
  - 2) Individual board member from a CSBA member district or COE
  - 3) Board member organization

**Candidate Form:** A signed and dated candidate form completed by the nominee is due to CSBA by **Friday, October 9**. *(The candidate form and two letters of recommendation will be printed in the Delegate Assembly agenda packet exactly as submitted.)*

For further information, please contact the Leadership Services department at 800-266-3382.

# 2015 Director-at-Large, African American, American Indian, and County Nomination Form



*(Please submit a separate nomination form for each nominee.)*

The nominations for Director-at-Large must be made by a CSBA member board and the nominee must be a board member from a CSBA member district or county office of education. **(\*Only a CSBA member board of a County Board of Education may submit a nomination for the Director-at-Large, County seat.)** The U.S. Postal Service postmark or email deadline for the nomination form and the required two letters of recommendation is **Friday, October 2, 2015.**

Two letters of recommendation are required to be submitted with this nomination form.

The governing board of the _____ School District or	
County Office Board of Education voted to nominate _____	
<i>(Nominee name)</i>	
as a candidate for the following Director-at-Large position: <i>(please indicate)</i>	
<input type="checkbox"/> Director-at-Large, African American	
<input type="checkbox"/> Director-at-Large, American Indian	
<input type="checkbox"/> Director-at-Large, *County	
The nominee is a member of the _____ School District or	
County Office Board of Education, which is a member of CSBA. The nominee has given	
permission to be nominated.	
_____ <i>Signature of the Board Clerk or Board Secretary</i>	_____ <i>Date</i>

**Please return the nomination form and two letters of recommendation to:**

Jesús M. Holguin, President  
California School Boards Association  
3251 Beacon Blvd. | West Sacramento, CA 95691

Or Email to: [jholguin@mvusd.net](mailto:jholguin@mvusd.net) and [lgosselin@csba.org](mailto:lgosselin@csba.org)



**This signed and dated candidate form must be completed in the spaces provided. An optional, single-sided, one-page résumé may also be submitted. Please do not state “See résumé” in the spaces below. Only this two-page form and a one-page, single sided résumé, if submitted, will be printed in the Delegate Assembly meeting agenda.**

I am nominated for: (please check one) ☐ Director-at-Large, African American ☐ Director-at-Large, American Indian ☐ Director-at-Large, County

Name: \_\_\_\_\_ Region: \_\_\_\_\_

District or COE: \_\_\_\_\_ Years on board: \_\_\_\_\_ ADA: \_\_\_\_\_

Contact Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

- 1. CSBA's Board of Directors is the governing body for the Association. What do you see as CSBA's greatest strength as an organization and what can the Board of Directors do to make it even stronger?**
- 2. Given the governing roles and responsibilities for the Board of Directors to set direction and provide leadership, please describe the skills and experiences you would bring to the Board.**

**3. What is one characteristic that you believe every leader should possess?**

**4. What do you see as the biggest challenge facing governing board members and how can CSBA help?**

**5. Please provide any additional information about yourself for the Delegate Assembly to consider regarding your candidacy.**

**Your signature indicates your consent to have your name placed on the ballot and to serve, if elected.**

**Signature**

Date \_\_\_\_\_



**EXECUTIVE COMMITTEE, BOARD OF DIRECTORS  
&  
DELEGATE ASSEMBLY  
2016 MEETING CALENDAR**

<u>DATE</u>	<u>DAY(S)</u>	<u>MEETING</u>	<u>LOCATION</u>
JAN 28	THUR	EXECUTIVE COMMITTEE	SACRAMENTO
JAN 29-31	FRI-SUN	BOARD OF DIRECTORS	SACRAMENTO
MAR 18	FRI	EXECUTIVE COMMITTEE	SACRAMENTO
MAR 19-20	SAT-SUN	BOARD OF DIRECTORS	SACRAMENTO
MAY 12	THUR	EXECUTIVE COMMITTEE	SACRAMENTO
MAY 13	FRI	BOARD OF DIRECTORS	SACRAMENTO
MAY 14-15	SAT-SUN	DELEGATE ASSEMBLY	SACRAMENTO
SEPT 16	FRI	EXECUTIVE COMMITTEE	SACRAMENTO
SEPT 17-18	SAT-SUN	BOARD OF DIRECTORS	SACRAMENTO
NOV 28	MON	EXECUTIVE COMMITTEE	SAN FRANCISCO
NOV 29	TUES	BOARD OF DIRECTORS	SAN FRANCISCO
NOV 30-DEC 1	WED-TH	DELEGATE ASSEMBLY	SAN FRANCISCO
DEC 1-3	THUR-SAT	ANNUAL CONFERENCE	SAN FRANCISCO





**EXECUTIVE COMMITTEE, BOARD OF DIRECTORS  
&  
DELEGATE ASSEMBLY  
2017 MEETING CALENDAR**

<u>DATE</u>	<u>DAY(S)</u>	<u>MEETING</u>	<u>LOCATION</u>
FEB 3	FRI	EXECUTIVE COMMITTEE	SACRAMENTO
FEB 4-5	SAT-SUN	BOARD OF DIRECTORS	SACRAMENTO
MAR 31	FRI	EXECUTIVE COMMITTEE	SACRAMENTO
APR 1-2	SAT-SUN	BOARD OF DIRECTORS	SACRAMENTO
MAY 18	THUR	EXECUTIVE COMMITTEE	SACRAMENTO
MAY 19	FRI	BOARD OF DIRECTORS	SACRAMENTO
MAY 20-21	SAT-SUN	DELEGATE ASSEMBLY	SACRAMENTO
SEPT 22	FRI	EXECUTIVE COMMITTEE	SACRAMENTO
SEPT 23-24	SAT-SUN	BOARD OF DIRECTORS	SACRAMENTO
NOV 27	MON	EXECUTIVE COMMITTEE	SAN DIEGO
NOV 28	TUES	BOARD OF DIRECTORS	SAN DIEGO
NOV 29-30	WED-TH	DELEGATE ASSEMBLY	SAN DIEGO
NOV 30-DEC 2	TH-SAT	ANNUAL CONFERENCE	SAN DIEGO



## **Board of Directors Roles and responsibilities**

Members of the Board of Directors establish the vision, mission and goals for the association, and ensure that association activities and programs remain focused on those goals and the issues identified in CSBA's Policy Platform. The Board of Directors has the following powers and duties:

### **Statewide leadership**

- › Adopts the vision, mission and goals of the association, and annually reviews progress toward achieving them.
- › Adopts final positions and policies that are consistent with the Policy Platform. Interim positions on statewide initiatives may also be adopted when the Policy Platform is silent on the issues but only after a reasonable effort has been made to obtain input from the Delegates between Delegate Assembly meetings.
- › Adopts final positions on legislation that are consistent with the Policy Platform. Final positions on legislation may also be adopted when the Policy Platform is silent on the issues but only after a reasonable effort has been made to obtain input from the Delegates between Delegate Assembly meetings.
- › Provides advocacy on behalf of children, public education, local boards and the association.
- › Serves on Board of Directors and other standing committees, councils, task forces and focus groups.
- › Receives reports and updates on major programs, consistent with the vision, mission and goals of the association.

### **Regional and constituency leadership**

- › Provides two-way communication with Delegate Assembly members and local board members.
- › Supports and participates in the association's activities and events.

### **Corporate responsibilities**

- › Adopts the association's budget.
- › Adopts the association's Standing Rules.
- › Receives reports on corporate operations.
- › Approves the hiring and terms of employment of the executive director, upon recommendation of the Executive Committee.
- › Comments annually on the performance, and acts on the contract of the executive director, upon recommendation of the Executive Committee.
- › Abides by the Code of Ethics, Conflict of Interest Policy, and Whistleblower Policy as adopted by the Board of Directors and included in the association's Policy Statements.

*Source: CSBA Bylaws, Article IV, Section 1. 11/12*



## **Board of Directors Guiding principles of governance**

Exceptional boards add significant value to their organizations, making a discernible difference in the fulfillment of their mission. Good governance requires the board to balance its role as an oversight body with its role as a force supporting the organization. The difference between responsible and exceptional boards lies in thoughtfulness and intentionality, action and engagement, knowledge and communication. The following twelve principles, as prioritized by the CSBA Board of Directors, provide a vision of what is possible and a way to add lasting value to the association.

### **Strategic thinking**

We allocate time to what matters most and continuously engage in strategic thinking to set CSBA's direction. We use our vision, mission, goals, core values and strategic priorities to drive meeting agendas, work with Delegates and constituent groups, improve board leadership and evaluate the executive director.

### **Results-oriented**

We are results-oriented. We measure the progress toward CSBA's vision, mission and goals and evaluate the performance of major programs, products and services.

### **Intentional board practices**

We purposefully organize our Board structure to fulfill essential corporate and leadership duties and activities and to support and adopt CSBA's priorities. Making governance intentional, not incidental, we invest in structures and practices that can be thoughtfully adapted to changing circumstances.

### **Mission driven**

We shape and uphold the mission, articulate a compelling vision, and ensure the congruence between decisions and core values. We treat questions of mission, vision and core values as statements of crucial importance to be explored and incorporated into deliberations.

### **Culture of inquiry**

We establish a culture of inquiry, mutual respect and constructive debate that leads to sound decision making. We seek information, question assumptions and challenge conclusions so that we may advocate for solutions based on analysis.



## **Transparency**

We promote transparency by ensuring that members of the Board have equal access to relevant information including finances, operations and results.

## **Continuous learning**

We embrace the qualities of a continuous learning organization, evaluating our own performance and assessing the value we add to CSBA. We embed learning opportunities into routine governance work and activities outside of board meetings.

## **Board development and renewal**

We improve the performance of the Board by mentoring and training Directors, and by encouraging diverse membership and perspectives. We thoughtfully consider how turnover impacts the Board and foster discussion about succession planning that strengthens the leadership of CSBA.

## **Independent-mindedness**

We value independent thinking. We base our votes on personal examination of the facts, full and rich discussion at the board table, in consultation with other Delegates, board members and stakeholders. We are non-partisan. We operate using democratic principles and consensus.

## **Standards of integrity**

We promote strong ethical values by establishing appropriate mechanisms for active oversight. We put statewide interests above local or personal benefit when making decisions.

## **Sustaining resources**

We link our visions and plans to financial support, expertise and networks of influence. Linking budgeting to strategic planning, we approve activities that can be realistically financed with existing or attainable resources, while ensuring that CSBA has the infrastructure and internal capacity it needs.

## **Constructive partnership with the executive director**

We govern in a constructive partnership that is built on trust, candor, respect and honest communication. The effectiveness of the Board and executive director are interdependent.

*Adapted and modified from The Source (2005). Twelve Principles of Governance That Power Exceptional Boards. Washington, D.C.: Board Source. | Adopted June 29, 2008*



## **Board of Directors Core Values**

### **Focus**

We will concentrate our efforts on CSBA's vision, mission and goals.

### **Commitment to public education**

We will be a visionary Board in driving the public education agenda. Our proactive and innovative actions will foster and advance the educational experiences of all students by supporting the governing boards of member districts and county offices that serve them.

### **Integrity and trustworthiness**

We will act with integrity and trustworthiness in our decisions, actions and interactions with others. We will conscientiously endeavor to maintain a non-judgmental and open-minded environment where individuals are respected for their diverse contributions.

### **Leadership**

We will demonstrate commitment, passion and leadership to our members. We will provide the resources needed to empower them to action. We will model leadership by participating in CSBA activities, advocacy, and collaboration with and outreach to other organizations.

### **Action, results and accountability**

We will concentrate our individual and collective efforts on results by ensuring our actions are focused and coordinated toward defined and measurable outcomes. We are accountable to the Delegate Assembly, and by extension, to the member districts and county offices we serve.

*Adopted June 29, 2008*



## Frequently Asked Questions Director-at-Large Nominations & Elections

- Which Director-at-Large position is up for election in 2015? The Directors-at-Large African American, American Indian, and County are elected in 2015.
  - Who can run for Directors-at-Large, African American and American Indian? Any member of a district or county office of education board that is a member of CSBA.
  - Who can run for Directors-at-Large, County? Only members from a CSBA member county office of education board.
  - Who can **nominate** the Directors-at-Large, African American and American Indian? Any district board or county office of education whose board is a member of CSBA.
  - Who can **nominate** the Directors-at-Large, County? Only a county office of education whose board is a member of CSBA.
  - What are the required meetings?
    - **All Board meetings:** (approximately five are held per year) - in late January or early February (Saturday and Sunday), March (Saturday and Sunday), May (Friday), and September (Saturday and Sunday). In late November/early December the Board meeting is held in the city that is host to the CSBA Annual Education Conference and Trade Show immediately preceding the Delegate Assembly meeting.
    - **Delegate Assembly meetings:** (two per year in conjunction with the May and November/December Board meetings)
  - What is the term for Directors-at-Large? Directors-at-Large serve two-year terms and take office immediately upon the close of the Association's Annual Education Conference and Trade Show.
  - What does a valid nomination consist of?
    - 1) A completed, and signed nomination form certifying that the nominee has consented to be nominated, is **due October 2**.
    - 2) Two letters of recommendation **due October 2**:
      - a) One page, single-sided
      - b) From member boards (*A letter submitted by a member board, if signed by the Superintendent, must state in the letter "on behalf of the board."*)
      - b) From individual board members from CSBA member districts or COEs
      - c) From a board member organization
- Nominees must submit to CSBA a signed and completed candidate form by Friday, October 9.
- May the same board that nominates also submit a letter of recommendation? Yes.
  - When is the nomination form and two letters of recommendations due to CSBA? **The deadline to submit by U.S. Postal Service postmarked or Email is Friday, October 2.**
  - Where do I return the completed nomination form, two letters of recommendation, and candidate form? You may submit by US Postal Service: ATTN: CSBA President, California School Boards Association | 3251 Beacon Blvd. | West Sacramento, CA 95691; Or by Emailing: [jholguin@mvusd.net](mailto:jholguin@mvusd.net) and [lgosselin@csba.org](mailto:lgosselin@csba.org)
  - When and where are the elections held? The elections will take place on December 2-3 at CSBA's Delegate Assembly meeting at the Marriott Marquis San Diego Marina.

For additional information, please contact Leadership Services at (800) 266-3382.



**Introduction:**

LEA: Center Joint Unified School District Contact: Scott Loehr, Superintendent [sloehr@centerusd.org](mailto:sloehr@centerusd.org) (916) 338-6409 LCAP Year:2015-2016

***Local Control and Accountability Plan and Annual Update Template***

*The Local Control and Accountability Plan (LCAP) and Annual Update Template shall be used to provide details regarding local educational agencies' (LEAs) actions and expenditures to support pupil outcomes and overall performance pursuant to Education Code sections 52060, 52066, 47605, 47605.5, and 47606.5. The LCAP and Annual Update Template must be completed by all LEAs each year.*

*For school districts, pursuant to Education Code section 52060, the LCAP must describe, for the school district and each school within the district, goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, for each of the state priorities and any locally identified priorities.*

*For county offices of education, pursuant to Education Code section 52066, the LCAP must describe, for each county office of education-operated school and program, goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, who are funded through the county office of education Local Control Funding Formula as identified in Education Code section 2574 (pupils attending juvenile court schools, on probation or parole, or mandatorily expelled) for each of the state priorities and any locally identified priorities. School districts and county offices of education may additionally coordinate and describe in their LCAPs services provided to pupils funded by a school district but attending county-operated schools and programs, including special education programs.*

*Charter schools, pursuant to Education Code sections 47605, 47605.5, and 47606.5, must describe goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, for each of the state priorities as applicable and any locally identified priorities. For charter schools, the inclusion and description of goals for state priorities in the LCAP may be modified to meet the grade levels served and the nature of the programs provided, including modifications to reflect only the statutory requirements explicitly applicable to charter schools in the Education Code.*

*The LCAP is intended to be a comprehensive planning tool. Accordingly, in developing goals, specific actions, and expenditures, LEAs should carefully consider how to reflect the services and related expenses for their basic instructional program in relationship to the state priorities. LEAs may reference and describe actions and expenditures in other plans and funded by a variety of other fund sources when detailing goals, actions, and expenditures related to the state and local priorities. LCAPs must be consistent with school plans submitted pursuant to Education Code section 64001. The information contained in the LCAP, or annual update, may be supplemented by information contained in other plans (including the LEA plan pursuant to Section 1112 of Subpart 1 of Part A of Title I of Public Law 107-110) that are incorporated or referenced as relevant in this document.*



*For each section of the template, LEAs shall comply with instructions and should use the guiding questions as prompts (but not limits) for completing the information as required by statute. Guiding questions do not require separate narrative responses. However, the narrative response and goals and actions should demonstrate each guiding question was considered during the development of the plan. Data referenced in the LCAP must be consistent with the school accountability report card where appropriate. LEAs may resize pages or attach additional pages as necessary to facilitate completion of the LCAP.*

### **State Priorities**

*The state priorities listed in Education Code sections 52060 and 52066 can be categorized as specified below for planning purposes, however, school districts and county offices of education must address each of the state priorities in their LCAP. Charter schools must address the priorities in Education Code section 52060(d) that apply to the grade levels served, or the nature of the program operated, by the charter school.*

#### **A. Conditions of Learning:**

***Basic:** degree to which teachers are appropriately assigned pursuant to Education Code section 44258.9, and fully credentialed in the subject areas and for the pupils they are teaching; pupils have access to standards-aligned instructional materials pursuant to Education Code section 60119; and school facilities are maintained in good repair pursuant to Education Code section 17002(d). (Priority 1)*

***Implementation of State Standards:** implementation of academic content and performance standards and English language development standards adopted by the state board for all pupils, including English learners. (Priority 2)*

***Course access:** pupil enrollment in a broad course of study that includes all of the subject areas described in Education Code section 51210 and subdivisions (a) to (i), inclusive, of Section 51220, as applicable. (Priority 7)*

***Expelled pupils (for county offices of education only):** coordination of instruction of expelled pupils pursuant to Education Code section 48926. (Priority 9)*

***Foster youth (for county offices of education only):** coordination of services, including working with the county child welfare agency to share information, responding to the needs of the juvenile court system, and ensuring transfer of health and education records. (Priority 10)*

#### **B. Pupil Outcomes:**

***Pupil achievement:*** performance on standardized tests, score on Academic Performance Index, share of pupils that are college and career ready, share of English learners that become English proficient, English learner reclassification rate, share of pupils that pass Advanced Placement exams with 3 or higher, share of pupils determined prepared for college by the Early Assessment Program. (Priority 4)

***Other pupil outcomes:*** pupil outcomes in the subject areas described in Education Code section 51210 and subdivisions (a) to (i), inclusive, of Education Code section 51220, as applicable. (Priority 8)

***C. Engagement:***

***Parental involvement:*** efforts to seek parent input in decision making at the district and each schoolsite, promotion of parent participation in programs for unduplicated pupils and special need subgroups. (Priority 3)

***Pupil engagement:*** school attendance rates, chronic absenteeism rates, middle school dropout rates, high school dropout rates, high school graduations rates. (Priority 5)

***School climate:*** pupil suspension rates, pupil expulsion rates, other local measures including surveys of pupils, parents and teachers on the sense of safety and school connectedness. (Priority 6)

**Section 1: Stakeholder Engagement**

*Meaningful engagement of parents, pupils, and other stakeholders, including those representing the subgroups identified in Education Code section 52052, is critical to the LCAP and budget process. Education Code sections 52060(g), 52062 and 52063 specify the minimum requirements for school districts; Education Code sections 52066(g), 52068 and 52069 specify the minimum requirements for county offices of education, and Education Code section 47606.5 specifies the minimum requirements for charter schools. In addition, Education Code section 48985 specifies the requirements for translation of documents.*

**Instructions:** Describe the process used to consult with parents, pupils, school personnel, local bargaining units as applicable, and the community and how this consultation contributed to development of the LCAP or annual update. Note that the LEA's goals, actions, services and expenditures related to the state priority of parental involvement are to be described separately in Section 2. In the annual update boxes, describe the stakeholder involvement process for the review, and describe its impact on, the development of the annual update to LCAP goals, actions, services, and expenditures.

**Guiding Questions:**

- 1) How have applicable stakeholders (e.g., parents and pupils, including parents of unduplicated pupils and unduplicated pupils identified in Education Code section 42238.01; community members; local bargaining units; LEA personnel; county child welfare agencies; county office of education foster youth services programs, court-appointed special advocates, and other foster youth stakeholders; community organizations representing English learners; and others as appropriate) been engaged and involved in developing, reviewing, and supporting implementation of the LCAP?
- 2) How have stakeholders been included in the LEA's process in a timely manner to allow for engagement in the development of the LCAP?
- 3) What information (e.g., quantitative and qualitative data/metrics) was made available to stakeholders related to the state priorities and used by the LEA to inform the LCAP goal setting process? How was the information made available?
- 4) What changes, if any, were made in the LCAP prior to adoption as a result of written comments or other feedback received by the LEA through any of the LEA's engagement processes?
- 5) What specific actions were taken to meet statutory requirements for stakeholder engagement pursuant to Education Code sections 52062, 52068, and 47606.5, including engagement with representatives of parents and guardians of pupils identified in Education Code section 42238.01?
- 6) What specific actions were taken to consult with pupils to meet the requirements 5 CCR 15495(a)?
- 7) How has stakeholder involvement been continued and supported? How has the involvement of these stakeholders supported improved outcomes for pupils, including unduplicated pupils, related to the state priorities?

Involvement Process	Impact on LCAP
<p><b><u>District Meetings:</u></b> Superintendent presents draft LCAP and budget for review and comment to Leadership team and Parent Superintendent Council  Leadership Meeting 3/10/15, 4/28/15  Parent Superintendent Council 11/14, 1/15, 3/25/15, 5/11/15</p> <p><b><u>District Advisory Groups:</u></b> Superintendent presents draft LCAP and budget for review and comment to DELAC  DELAC 4/23/15</p> <p><b><u>Site Meetings:</u></b> Site leadership presents draft LCAP and budget for review and comment to DELAC  March 2015-May 2015, monthly at sites</p> <p><b><u>Union Meetings:</u></b> Superintendent presents draft LCAP and budget for review and comment to CUTA and CSEA</p>	<p>Stakeholders reviewed timeline for increasing EL positions at elementary level. It is a priority to increase certificated positions at the elementary level. However, budgetary constraints have forced us to push the increase back a year.</p> <p>District identified for Title III Program Improvement. Administration collaborated on a Title III plan to address AMAOs not met. Title III Improvement Plan has been shared with stakeholders and incorporated into LCAP.</p> <p>Parents from the Parent Advisory Council recommended</p>

<p>CUTA 3/12/15, 5/20/15 CSEA 3/25/15, 4/29/15 <b>Coordinator Meetings (Foster Youth, EL Coordinator):</b> 3/9/15, 4/30/15 <b>Students:</b> March 2015 High School leadership students were asked for comments on LCAP draft <b>Survey:</b> January-February 2015 All stakeholders invited to comment <b>Draft LCAP Posted online:</b> 5/22/15 All stakeholders invited to comment <b>Submitted for public hearing:</b> 6/3/15 District holds public hearing to solicit public comments on the LCAP and budget. Community questions and comments responded to and posted on CJUSD website. <b>Submitted for CJUSD Board approval:</b> 6/10/15 CJUSD Board adopts the LCAP and the budget.</p>	<p>goal 3 and goal 4 be combined. That idea was shared with other stakeholders and implemented into the writing of 2015-16 LCAP goals.</p> <p>Results of survey indicate that we are on the right track in creating academic and extracurricular opportunities for students. Therefore, the LCAP goals, actions and services will continue to layout the plans for implementation;</p> <p>Realize the placement of the same action under multiple goals in previous LCAP was confusing and counterproductive. As a result, actions and services are listed only once and under the goal that is most appropriate.</p>
<p><b>District Meetings:</b> Superintendent presents draft LCAP and budget for review and comment to Leadership team and Parent Superintendent Council Leadership Meeting 3/10/15, 4/28/15 Parent Superintendent Council 11/14, 1/15, 3/25/15, 5/11/15 <b>District Advisory Groups:</b> Superintendent presents draft LCAP and budget for review and comment to DELAC DELAC 4/23/15 <b>Site Meetings:</b> Site leadership presents draft LCAP and budget for review and comment to DELAC March 2015-May 2015, monthly at sites <b>Union Meetings:</b> Superintendent presents draft LCAP and budget for review and comment to CUTA and CSEA CUTA 3/12/15, 5/20/15 CSEA 3/25/15, 4/29/15 <b>Coordinator Meetings (Foster Youth, EL Coordinator):</b> 3/9/15, 4/30/15 <b>Students:</b> March 2015 High School leadership students were asked for comments on LCAP draft <b>Survey:</b> January-February 2015 All stakeholders invited to comment</p>	<p><b>Annual Update:</b></p> <p>In reviewing data collection, district and site admin discovered need to change type of math assessment to gather more authentic data.</p> <p>Data and progress toward goals shared with stakeholders.</p> <p>Need to continue to look at attendance issues and revisit possible solutions in meetings with multiple stakeholders.</p> <p>Union groups satisfied with goals and progress made toward goals.</p>

<p><b><u>Draft LCAP Posted online:</u></b> 5/22/15 All stakeholders invited to comment</p> <p><b><u>Submitted for public hearing:</u></b> 6/3/15 District holds public hearing to solicit public comments on the LCAP and budget. Community questions and comments responded to and posted on CJUSD website.</p> <p><b><u>Submitted for CJUSD Board approval:</u></b> 6/10/15 CJUSD Board adopts the LCAP and the budget</p>	
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## Section 2: Goals, Actions, Expenditures, and Progress Indicators

### Instructions:

All LEAs must complete the LCAP and Annual Update Template each year. The LCAP is a three-year plan for the upcoming school year and the two years that follow. In this way, the program and goals contained in the LCAP align with the term of a school district and county office of education budget and multiyear budget projections. The Annual Update section of the template reviews progress made for each stated goal in the school year that is coming to a close, assesses the effectiveness of actions and services provided, and describes the changes made in the LCAP for the next three years that are based on this review and assessment.

Charter schools may adjust the table below to align with the term of the charter school's budget that is submitted to the school's authorizer pursuant to Education Code section 47604.33.

For school districts, Education Code sections 52060 and 52061, for county offices of education, Education Code sections 52066 and 52067, and for charter schools, Education Code section 47606.5 require(s) the LCAP to include a description of the annual goals, for all pupils and each subgroup of pupils, to be achieved for each state priority as defined in 5 CCR 15495(i) and any local priorities; a description of the specific actions an LEA will take to meet the identified goals; a description of the expenditures required to implement the specific actions; and an annual update to include a review of progress towards the goals and describe any changes to the goals.

To facilitate alignment between the LCAP and school plans, the LCAP shall identify and incorporate school-specific goals related to the state and local priorities from the school plans submitted pursuant to Education Code section 64001. Furthermore, the LCAP should be shared with, and input requested from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, pupil advisory

groups, etc.) to facilitate alignment between school-site and district-level goals and actions. An LEA may incorporate or reference actions described in other plans that are being undertaken to meet the goal.

**Using the following instructions and guiding questions, complete a goal table (see below) for each of the LEA's goals. Duplicate and expand the fields as necessary.**

**Goal:** Describe the goal:

When completing the goal tables, include goals for all pupils and specific goals for schoolsites and specific subgroups, including pupils with disabilities, both at the LEA level and, where applicable, at the schoolsite level. The LEA may identify which schoolsites and subgroups have the same goals, and group and describe those goals together. The LEA may also indicate those goals that are not applicable to a specific subgroup or schoolsite.

**Related State and/or Local Priorities:** Identify the state and/or local priorities addressed by the goal by placing a check mark next to the applicable priority or priorities. The LCAP must include goals that address each of the state priorities, as defined in 5 CCR 15495(i), and any additional local priorities; however, one goal may address multiple priorities.

**Identified Need:** Describe the need(s) identified by the LEA that this goal addresses, including a description of the supporting data used to identify the need(s).

**Schools:** Identify the schoolsites to which the goal applies. LEAs may indicate "all" for all schools, specify an individual school or a subset of schools, or specify grade spans (e.g., all high schools or grades K-5).

**Applicable Pupil Subgroups:** Identify the pupil subgroups as defined in Education Code section 52052 to which the goal applies, or indicate "all" for all pupils.

**Expected Annual Measurable Outcomes:** For each LCAP year, identify and describe specific expected measurable outcomes for all pupils using, at minimum, the applicable required metrics for the related state priorities. Where applicable, include descriptions of specific expected measurable outcomes for schoolsites and specific subgroups, including pupils with disabilities, both at the LEA level and at the schoolsite level.

The metrics used to describe the expected measurable outcomes may be quantitative or qualitative, although the goal tables must address all required metrics for every state priority in each LCAP year. The required metrics are the specified measures and objectives for each state priority as set forth in Education Code sections 52060(d) and 52066(d). For the pupil engagement priority metrics, LEAs

must calculate the rates specified in Education Code sections 52060(d)(5)(B), (C), (D) and (E) as described in the Local Control Accountability Plan and Annual Update Template Appendix, sections (a) through (d).

**Actions/Services:** For each LCAP year, identify all annual actions to be performed and services provided to meet the described goal. Actions may describe a group of services that are implemented to achieve the identified goal.

**Scope of Service:** Describe the scope of each action/service by identifying the schoolsites covered. LEAs may indicate “all” for all schools, specify an individual school or a subset of schools, or specify grade spans (e.g., all high schools or grades K-5). If supplemental and concentration funds are used to support the action/service, the LEA must identify if the scope of service is districtwide, schoolwide, countywide, or charterwide.

**Pupils to be served within identified scope of service:** For each action/service, identify the pupils to be served within the identified scope of service. If the action to be performed or the service to be provided is for all pupils, place a check mark next to “ALL.”

For each action and/or service to be provided above what is being provided for all pupils, place a check mark next to the applicable unduplicated pupil subgroup(s) and/or other pupil subgroup(s) that will benefit from the additional action, and/or will receive the additional service. Identify, as applicable, additional actions and services for unduplicated pupil subgroup(s) as defined in Education Code section 42238.01, pupils redesignated fluent English proficient, and/or pupils subgroup(s) as defined in Education Code section 52052.

**Budgeted Expenditures:** For each action/service, list and describe budgeted expenditures for each school year to implement these actions, including where those expenditures can be found in the LEA’s budget. The LEA must reference all fund sources for each proposed expenditure. Expenditures must be classified using the California School Accounting Manual as required by Education Code sections 52061, 52067, and 47606.5.

**Guiding Questions:**

- 1) What are the LEA’s goal(s) to address state priorities related to “Conditions of Learning”?
- 2) What are the LEA’s goal(s) to address state priorities related to “Pupil Outcomes”?
- 3) What are the LEA’s goal(s) to address state priorities related to parent and pupil “Engagement” (e.g., parent involvement, pupil engagement, and school climate)?

- 4) What are the LEA's goal(s) to address any locally-identified priorities?
- 5) How have the unique needs of individual schoolsites been evaluated to inform the development of meaningful district and/or individual schoolsite goals (e.g., input from site level advisory groups, staff, parents, community, pupils; review of school level plans; in-depth school level data analysis, etc.)?
- 6) What are the unique goals for unduplicated pupils as defined in Education Code sections 42238.01 and subgroups as defined in section 52052 that are different from the LEA's goals for all pupils?
- 7) What are the specific expected measurable outcomes associated with each of the goals annually and over the term of the LCAP?
- 8) What information (e.g., quantitative and qualitative data/metrics) was considered/reviewed to develop goals to address each state or local priority?
- 9) What information was considered/reviewed for individual school sites?
- 10) What information was considered/reviewed for subgroups identified in Education Code section 52052?
- 11) What actions/services will be provided to all pupils, to subgroups of pupils identified pursuant to Education Code section 52052, to specific school sites, to English learners, to low-income pupils, and/or to foster youth to achieve goals identified in the LCAP?
- 12) How do these actions/services link to identified goals and expected measurable outcomes?
- 13) What expenditures support changes to actions/services as a result of the goal identified? Where can these expenditures be found in the LEA's budget?

GOAL	GOAL 1: Center JUSD students will be challenged and supported to achieve academic success in a clean, safe environment	Related State and/or Local Priorities: 1 <u>X</u> 2 <u>X</u> 3__ 4 <u>X</u> 5 <u>X</u> 6__ 7__ 8 <u>X</u> COE only: 9__ 10__ Local : Specify _____
Identified Need	To address basic services, pupil achievement, pupil engagement and other pupil outcomes, it is a priority of CJUSD to challenge and support student learning	
Goal Applies to:	Schools:	ALL
Goal Applies to:	Applicable Pupil Subgroups:	Low Income pupils, English Learners, Foster Youth, Redesignated fluent English proficient, Special Education, GATE
<b>LCAP Year 1: 2015-16</b> Expected Annual Measurable		
<ul style="list-style-type: none"> <li>Common Core State Standards and ELD standards are being implemented in all CJUSD classrooms and measured by district and site personnel through classroom walk-throughs and observations using observation tool.</li> <li>CAASPP metric to be determined using 2014-15 baseline data</li> </ul>		



Outcomes:	<ul style="list-style-type: none"><li>• API calculation suspended, baseline established once reinstated</li><li>• Increase percentage of EL students meeting English proficiency and annual growth by 4% (2014-15: 65.1% meeting AMAO 1)</li><li>• Increase reclassification of EL students to 9%</li><li>• &lt;3 students will not graduate as a result of not passing the CAHSEE</li><li>• Increase percentage of K-2 students achieving proficiency in ELA by 2%</li><li>• Increase percentage of K-2 students achieving proficiency in mathematics by 2%</li><li>• Teacher mis-assignment will not exceed 5%</li><li>• Provide 100% of students access to standards aligned materials as certified by the CJUSD Board of Trustees</li><li>• 100% of schools will pass inspection within 30 days</li><li>• Increase students served through ERMHS, increase daily attendance of students served through ERMHS by 1%, increase GPA of students served through ERMHS by 1%</li></ul>		
Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
K-12 teachers will use the California State Standard in ELA, Literacy, History, Social Studies, Science and Technical Subjects. K-12 Teachers will use the California Common Core State Standards in mathematics.	LEA	<u>  X  </u> ALL	Resource All Obj 1100 \$11,614,672 Obj 3xxx \$1,595,623
		OR: <u>  </u> Low Income pupils <u>  </u> English Learners <u>  </u> Foster Youth <u>  </u> Redesignated fluent English proficient <u>  </u> Other Subgroups:(Specify)_____	
Pilot English/Language Arts Common Core and ELD Standards Aligned curriculum	LEA	<u>  X  </u> ALL	Resource 0000 Obj 1130 \$10,000  Obj 3xxx \$1372
		OR: <u>  </u> Low Income pupils <u>  </u> English Learners <u>  </u> Foster Youth <u>  </u> Redesignated fluent English proficient <u>  </u> Other Subgroups:(Specify)_____	
K-12 Teachers will access choices of Professional Development to support the implementation of California Common Core State Standards	LEA	<u>  X  </u> ALL	Resource 4035 Obj 5200 (Title II) \$76,172
		OR: <u>  </u> Low Income pupils <u>  </u> English Learners <u>  </u> Foster Youth <u>  </u> Redesignated fluent English proficient <u>  </u> Other Subgroups:(Specify)_____	
Provide BTSA support to new teachers	LEA	<u>  X  </u> ALL OR: <u>  </u> Low Income pupils <u>  </u> English Learners	Resource 4035 Obj 11xx

		<input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	\$35,000 Obj 3xxx \$4810 Obj 5800 \$5190
District will work closely with site administrators to reduce or eliminate the need for combination classes.	K-6	<input checked="" type="checkbox"/> X ALL OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	Resource 0000 Obj 1100 \$120,000 Obj 3xxx \$16,486
Center HS will provide support classes; Math lab, English lab, credit recovery, Summer School program	9-12	<input checked="" type="checkbox"/> X ALL OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	Resource 0000 Obj 1100 \$87,638 Obj 3xxx \$12,040
Wilson Riles Middle School will provide support classes; Math Support Class, English Support, PAWS period during the school day and Husky Help after school	7-8 Wilson Riles MS	<input checked="" type="checkbox"/> X ALL OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	Resource 3010 Obj 1100 \$76,292 Obj 3xxx \$10,480
Oak Hill Elementary will provide after school intervention for grades 1 <sup>st</sup> -6 <sup>th</sup> in English/Language Arts 3 <sup>rd</sup> -6 <sup>th</sup> in math	1-6 Oak Hill Elem	<input checked="" type="checkbox"/> X ALL OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	Resource 0000 Obj 1100 \$15,000 Obj 3xxx \$2,060
Spinelli Elementary will provide intervention for grades 1 <sup>st</sup> -6 <sup>th</sup> in English/Language Arts and Math. Title I push in and pull out support for grades 1 <sup>st</sup> -6 <sup>th</sup> in English/Language Arts and math.	1-6 Spinelli Elem	<input checked="" type="checkbox"/> X ALL OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	Resource 3010 Obj 1100 \$40,266 Obj 3xxx \$5,531
North Country Elementary will provide morning intervention for grades 1 <sup>st</sup> -6 <sup>th</sup> in English/Language	1-6 North	<input checked="" type="checkbox"/> X ALL OR:	Resource 3010 Obj 1100

Arts. Title I pull-out for grades 1 <sup>st</sup> -6 <sup>th</sup> in English/Language Arts	Country Elem	<input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	\$98,607 Obj 3xxx \$13,550
Dudley will provide morning intervention for grades 2 <sup>nd</sup> -6 <sup>th</sup> in English/Language Arts and math.	2-6 Dudley Elem	<input checked="" type="checkbox"/> ALL OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	Resource 3010 Obj 1100 \$95,820 Obj 3xxx \$13,164
GATE opportunities: <ul style="list-style-type: none"> <li>Wilson Riles Middle School GATE Academy</li> <li>Oak Hill Elementary combo GATE class 4<sup>th</sup>-5<sup>th</sup>, after school challenge activities 4<sup>th</sup>-6<sup>th</sup></li> <li>Spinelli: After school challenge activities</li> <li>North Country: GATE challenge activities before and after school</li> <li>Dudley: GATE cluster classes for 4<sup>th</sup>-5<sup>th</sup>, after school challenge activities</li> </ul>	LEA 3-8	<input type="checkbox"/> ALL OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input checked="" type="checkbox"/> Other Subgroups:(Specify) <u>GATE</u> _____	Resource 0000 Obj 1100 \$38,000 Obj 3xxx \$5,220
Teacher collaboration: vertical between elementary-middle, horizontal between elementary sites, grade level/dept	LEA	<input checked="" type="checkbox"/> ALL OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	Built into schedule
Provide instructional classified staff with training opportunities on Common Core State Standards	LEA	<input checked="" type="checkbox"/> ALL OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	Resource 0000 (subs) Obj 2100 \$5,000 Obj 3xxx \$1,050
Provide academic support and intervention at all sites	LEA	<input type="checkbox"/> ALL OR: <input type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners	Supplemental/ Concentration

<ul style="list-style-type: none"> <li>• EL Tutorial class at WCR Middle School and Center High School</li> <li>• Long Term EL support class at WCR Middle School and Center High School</li> <li>• Long Term EL Case Manager at each elementary site to provide targeted intervention</li> <li>• Bilingual assistants</li> <li>• EL teacher at CHS to be given extra prep in schedule to track/monitor/support EL students, long term EL students and monitor Redesignated Fluent English Proficient Students</li> </ul>		__Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	Resource 0740 Obj 1100 \$311,000 Obj 3xxx \$56,000  Resource 4203 Obj 1100 \$4,000 Obj 3xxx \$551
Investigate level of staffing support needed at the elementary level to meet needs of EL population	LEA	__ALL OR: __Low Income pupils __X English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	N/A
Support transition of EL students from middle to high school with summer school for incoming 9 <sup>th</sup> grade EL students	9	__ALL OR: __Low Income pupils __X English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	Supplemental/ Concentration Resource 0740 Obj 1100 \$4,000 Obj 3xxx \$550
Support long-term EL students with Long Term EL support class at Center High School and Wilson Riles Middle School.	7-12	__ALL OR: __Low Income pupils __X English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	Supplemental/ Concentration Resource 0740 Obj 1100 \$26,390 Obj 3xxx

			\$3,630
Americorp will provide academic support, mentoring, tutoring and counseling, coordinated by Family Resource Center	LEA	<input type="checkbox"/> ALL OR: <input checked="" type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	Resource 0000 Obj 5800 \$25,000
Family Resource Center will provide clothing and school supplies, consultation services, mental health counseling services and coordinate appropriate services through Americorp, United Way and the \$en\$ibility Program	LEA	<input type="checkbox"/> ALL OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	Resource 5630 Obj 1200 \$20,346 Obj 3xxx \$3,172  Resource 5630 Obj 4xxx \$2,250 Obj 5xxx \$1,854
Provide academic support for Special Education Students: study skills classes, instructional assistants	7-12 WCR & CHS	<input type="checkbox"/> ALL OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input checked="" type="checkbox"/> Other Subgroups:(Specify) <u>Special Education</u>	Resource 6500 Obj 2100 \$41,386 Obj 3xxx \$16,140 Obj 1100 \$54,049
School Psychologists, School Counselors, and the Behavior Specialist on the Educationally-related Mental Health Services (ERMHS) Team will provide evidence-based social, emotional, and behavioral interventions to students in individual and group counseling, psychoeducational lessons in classroom settings,	K-12	<input type="checkbox"/> ALL OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input checked="" type="checkbox"/> Other Subgroups:(Specify) <u>Special Education</u>	Resource 6512 Obj 1200 \$195,363 Obj 2400 \$6,908 Obj 3xxx \$29,898

and consultation to staff and parents in order to enable students to reach IEP goals and access their educational programs.			
Investigate district level administrative need	LEA K-12	<u>X</u> ALL OR: __ Low Income pupils __ English Learners __ Foster Youth __ Redesignated fluent English proficient __ Other Subgroups:(Specify)_____	N/A
Investigate elementary administrative need	K-6	<u>X</u> ALL OR: __ Low Income pupils __ English Learners __ Foster Youth __ Redesignated fluent English proficient __ Other Subgroups:(Specify)_____	N/A

**LCAP Year 2: 2016-17****Expected Annual Measurable Outcomes:**

- Common Core State Standards and ELD standards and Next Generation Science Standards are being implemented in all CJUSD classrooms and measured by district and site personnel through classroom walk throughs and observations using observation tool.
- CAASPP metric to be determined using 2014-15 baseline data
- API calculation suspended, baseline established once reinstated
- Increase percentage of EL students meeting English proficiency and annual growth by 4%
- Increase reclassification of EL students to 11%
- <3 students will not graduate as a result of not passing the CAHSEE
- Increase percentage of K-2 students achieving proficiency in ELA by 2%
- Increase percentage of K-2 students achieving proficiency in mathematics by 2%
- Teacher mis-assignment will not exceed 4%
- Provide 100% of students access to standards aligned materials as certified by the CJUSD Board of Trustees
- 100% of schools will pass inspection within 30 days
- Increase students served through ERMHS, increase daily attendance of students served through ERMHS by 1%, increase GPA of students served through ERMHS by 1%

Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
K-12 teachers will use the California State Standard in ELA, Literacy, History, Social Studies, Science and Technical Subjects. K-12	LEA	<u>X</u> ALL OR: __ Low Income pupils __ English Learners __ Foster Youth __ Redesignated fluent English proficient	Resource All Obj 1100 \$15,212,715

Teachers will use the California Common Core State Standards in mathematics.		<u>  </u> Other Subgroups:(Specify) _____	Obj 3xxx \$2,089,925
Purchase K-12 English/Language Arts Common Core And ELD aligned curriculum	LEA	<u>  X  </u> ALL OR: <u>  </u> Low Income pupils <u>  </u> English Learners <u>  </u> Foster Youth <u>  </u> Redesignated fluent English proficient <u>  </u> Other Subgroups:(Specify) _____	Resource 0000 Obj 4xxx \$400,000
K-12 Teachers will access choices of Professional Development to support the implementation of California Common Core State Standards	LEA	<u>  X  </u> ALL OR: <u>  </u> Low Income pupils <u>  </u> English Learners <u>  </u> Foster Youth <u>  </u> Redesignated fluent English proficient <u>  </u> Other Subgroups:(Specify) _____	Resource 4035 Obj 5xxx \$76,172
Provide BTSA support to new teachers	LEA	<u>  X  </u> ALL OR: <u>  </u> Low Income pupils <u>  </u> English Learners <u>  </u> Foster Youth <u>  </u> Redesignated fluent English proficient <u>  </u> Other Subgroups:(Specify) _____	Resource 4035 Obj 1100 \$35,000 Obj 3xxx \$4,810 Obj 5800 \$5,190
District will work closely with site administrators to reduce or eliminate the need for combination classes.	K-6	<u>  X  </u> ALL OR: <u>  </u> Low Income pupils <u>  </u> English Learners <u>  </u> Foster Youth <u>  </u> Redesignated fluent English proficient <u>  </u> Other Subgroups:(Specify) _____	Resource 0000 Obj 1100 \$120,000 Obj 3xxx \$16,486
Center HS will provide support classes; Math lab, English lab, credit recovery, Summer School program	9-12 Center HS	<u>  X  </u> ALL OR: <u>  </u> Low Income pupils <u>  </u> English Learners <u>  </u> Foster Youth <u>  </u> Redesignated fluent English proficient <u>  </u> Other Subgroups:(Specify) _____	Resource 0000 Obj 1100 \$87,638 Obj 3xxx \$12,040

Wilson Riles Middle School will provide support classes; Math Support Class, English Support, PAWS period during the school day and Husky Help after school	7-8 Wilson Riles Middle	<input checked="" type="checkbox"/> ALL OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	Resource 3010 Obj 1100 \$76,292 Obj 3xxx \$10,480
Oak Hill Elementary will provide after school intervention for grades 1 <sup>st</sup> -6 <sup>th</sup> in English/Language Arts 3 <sup>rd</sup> -6 <sup>th</sup> in math	1-6 Oak Hill Elem	<input checked="" type="checkbox"/> ALL OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	Resource 0000 Obj 1100 \$15,000 Obj 3xxx \$2,060
Spinelli Elementary will provide intervention for grades 1 <sup>st</sup> -6 <sup>th</sup> in English/Language Arts and Math. Title I push in and pull out support for grades 1 <sup>st</sup> -6 <sup>th</sup> in English/Language Arts and math.	1-6 Spinelli Elem	<input checked="" type="checkbox"/> ALL OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	Resource 3010 Obj 1100 \$40,266 Obj 3xxx \$5,531
North Country Elementary will provide morning intervention for grades 1 <sup>st</sup> -6 <sup>th</sup> in English/Language Arts. Title I pull-out for grades 1 <sup>st</sup> -6 <sup>th</sup> in English/Language Arts	1-6 North Country Elem	<input checked="" type="checkbox"/> ALL OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	Resource 3010 Obj 1100 \$98,607 Obj 3xxx \$13,550
Dudley will provide morning intervention for grades 2 <sup>nd</sup> -6 <sup>th</sup> in English/Language Arts and math.	2-6 Dudley Elem	<input checked="" type="checkbox"/> ALL OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	Resource 3010 Obj 1100 \$95,820 Obj 3xxx \$15,370
GATE opportunities: <ul style="list-style-type: none"> <li>Wilson Riles Middle School GATE Academy</li> <li>Oak Hill Elementary combo GATE class 4<sup>th</sup>-5<sup>th</sup>, after school challenge activities 4<sup>th</sup>-6<sup>th</sup></li> <li>Spinelli: After school challenge activities</li> <li>North Country: GATE challenge activities</li> </ul>	LEA 3-8	<input type="checkbox"/> ALL OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input checked="" type="checkbox"/> Other Subgroups:(Specify); <u>GATE</u>	Resource 0000 Obj 1100 \$38,000 Obj 3xxx \$5,220



before and after school • Dudley: GATE cluster classes for 4 <sup>th</sup> -5 <sup>th</sup> , after school challenge activities			
Teacher collaboration: vertical between elementary-middle, horizontal between elementary sites, grade level/dept	LEA	<input checked="" type="checkbox"/> ALL OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	N/A
Provide academic support and intervention at all sites • Push-in and pull out programs at elementary sites • Morning or after school intervention at elementary sites • EL Tutorial at Wilson Riles Middle and Center High School • Bilingual assistants • Math lab, English lab, credit recovery, Summer School Program at Center High	LEA	<input checked="" type="checkbox"/> ALL OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	Supplemental/ Concentration Resource 0740 Obj 11xx \$395,000 Obj 3xxx \$54,265
Create plan to increase EL staffing at elementary level	LEA	<input type="checkbox"/> ALL OR: <input type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	N/A
Support transition of EL students from middle to high school with summer school for incoming 9 <sup>th</sup> grade EL students.  Support transition of EL students from elementary to middle school with summer school for incoming 7 <sup>th</sup> graders.	7-9	<input type="checkbox"/> ALL OR: <input type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	Supplemental/ Concentration Resource 0740 Obj 1100 \$10,000 Obj 3xxx \$1,559

Support long-term EL students with Long Term EL support class at Center High School and Wilson Riles Middle School.  EL teacher at CHS to be given extra prep in schedule to track/monitor/support EL students, long term EL students and monitor Redesignated Fluent English Proficient Students	7-12	<input type="checkbox"/> ALL OR: <input type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	Resource 0740 Obj 1100 \$42,497 Obj 3xxx \$6,625
Americorp will provide academic support, mentoring, tutoring and counseling, coordinated by Family Resource Center	LEA	<input checked="" type="checkbox"/> ALL OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	Resource 0000 Obj 5800 \$27,500
Family Resource Center will provide clothing and school supplies, consultation services, mental health counseling services and coordinate appropriate services through Americorp, United Way and the \$en\$ibility Program	LEA	ALL OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	Resource 5630 Obj 43xx \$2,250 Obj 5xxx \$1,854  Supplemental/ Concentration Resource 0740 Obj 12xx \$20,346 Obj 3xxx \$3,172
Provide academic support for Special Education Students: study skills classes, instructional assistants	7-12 WCR & CHS	<input type="checkbox"/> ALL OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input checked="" type="checkbox"/> Other Subgroups:(Specify) <u>Special Education</u>	Resource 6500 Obj 2100 \$41,386 Obj 3xxx \$10,142

School Psychologists, School Counselors, and the Behavior Specialist on the Educationally-related Mental Health Services (ERMHS) Team will provide evidence-based social, emotional, and behavioral interventions to students in individual and group counseling, psychoeducational lessons in classroom settings, and consultation to staff and parents in order to enable students to reach IEP goals and access their educational programs.	LEA	<input type="checkbox"/> ALL OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input checked="" type="checkbox"/> Other Subgroups:(Specify) <u>Special Education</u>	Resource 6512 Obj 1200 \$195,363 Obj 2400 \$6,908 Obj 3xxx \$32,236
Conduct research, identify and prioritize needs to begin the process for developing a Facilities Master Plan	LEA	<input checked="" type="checkbox"/> ALL OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify) _____	N/A
Implement staffing recommendations for district level administration	LEA K-12	<input checked="" type="checkbox"/> ALL OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify) _____	To Be Determined
Implement staffing recommendations for elementary site administration	K-6	<input checked="" type="checkbox"/> ALL OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify) _____	To Be Determined

## LCAP Year 3: 2017-18

## Expected Annual Measurable Outcomes:

- Common Core State Standards and ELD standards and Next Generation Science Standards are being implemented in all CJUSD classrooms and measured by district and site personnel through classroom walk throughs and observations using observation tool.
- CAASPP metric to be determined using 2014-15 baseline data
- API calculation suspended, baseline established once reinstated
- Increase percentage of EL students meeting English proficiency and annual growth by 4%
- Increase reclassification of EL students to 13%
- <3 students will not graduate as a result of not passing the CAHSEE
- Increase percentage of K-2 students achieving proficiency in ELA by 2%

- Increase percentage of K-2 students achieving proficiency in mathematics by 2%
- Teacher mis-assignment will not exceed 3%
- Provide 100% of students access to standards aligned materials as certified by the CJUSD Board of Trustees
- 100% of schools will pass inspection within 30 days
- Increase students served through ERMHS, increase daily attendance of students served through ERMHS by 1%, increase GPA of students served through ERMHS by 1%

Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
K-12 teachers will use the California State Standard in ELA, Literacy, History, Social Studies, Science and Technical Subjects. K-12 Teachers will use the California Common Core State Standards in mathematics.	LEA	<u>  X  </u> ALL OR: <u>  </u> Low Income pupils <u>  </u> English Learners <u>  </u> Foster Youth <u>  </u> Redesignated fluent English proficient <u>  </u> Other Subgroups: (Specify) _____	Resource All Obj 11xx \$15,833,337 Obj 3xxx \$2,175,185
Pilot Science Common Core aligned standards	LEA	<u>  X  </u> ALL OR: <u>  </u> Low Income pupils <u>  </u> English Learners <u>  </u> Foster Youth <u>  </u> Redesignated fluent English proficient <u>  </u> Other Subgroups: (Specify) _____	Resource 0000 Obj 1100 \$10,000 Obj 3xxx \$1,560
K-12 Teachers will access choices of Professional Development to support the implementation of California Common Core Standards	LEA	<u>  X  </u> ALL OR: <u>  </u> Low Income pupils <u>  </u> English Learners <u>  </u> Foster Youth <u>  </u> Redesignated fluent English proficient <u>  </u> Other Subgroups: (Specify) _____	Resource 4035 Obj 5xxx \$76,172
Provide BTSA support to new teachers	LEA	<u>  X  </u> ALL OR: <u>  </u> Low Income pupils <u>  </u> English Learners <u>  </u> Foster Youth <u>  </u> Redesignated fluent English proficient <u>  </u> Other Subgroups: (Specify) _____	Resource 4035 Obj 11xx \$35,000 Obj 3xxx \$5,460
District will work closely with site administrators to reduce or eliminate the need for combination classes.	K-6	<u>  X  </u> ALL OR: <u>  </u> Low Income pupils <u>  </u> English Learners <u>  </u> Foster Youth <u>  </u> Redesignated fluent English proficient	Resource 0000 Obj 11xx \$120,000

		<u>  </u> Other Subgroups:(Specify)_____	Obj 3xxx \$18,706
Center HS will provide support classes; Math lab, English lab, credit recovery, Summer School program	9-12	<u>  X  </u> ALL OR: <u>  </u> Low Income pupils <u>  </u> English Learners <u>  </u> Foster Youth <u>  </u> Redesignated fluent English proficient <u>  </u> Other Subgroups:(Specify)_____	Resource 0000 Obj 11xx \$87,638 Obj 3xxx \$13,662
Wilson Riles Middle School will provide support classes; Math Support Class, English Support, PAWS period during the school day and Husky Help after school	7-8	<u>  X  </u> ALL OR: <u>  </u> Low Income pupils <u>  </u> English Learners <u>  </u> Foster Youth <u>  </u> Redesignated fluent English proficient <u>  </u> Other Subgroups:(Specify)_____	Resource 3010 Obj 11xx \$80,106 Obj 3xxx \$12,487
Oak Hill Elementary will provide after school intervention for grades 1 <sup>st</sup> -6 <sup>th</sup> in English/Language Arts 3 <sup>rd</sup> -6 <sup>th</sup> in math	1-6 Oak Hill Elem	<u>  X  </u> ALL OR: <u>  </u> Low Income pupils <u>  </u> English Learners <u>  </u> Foster Youth <u>  </u> Redesignated fluent English proficient <u>  </u> Other Subgroups:(Specify)_____	Resource 0000 Obj 11xx \$20,000 Obj 3xxx \$3,118
Spinelli Elementary will provide intervention for grades 1 <sup>st</sup> -6 <sup>th</sup> in English/Language Arts and Math. Title I push in and pull out support for grades 1 <sup>st</sup> -6 <sup>th</sup> in English/Language Arts and math.	1-6 Spinelli Elem	<u>  X  </u> ALL OR: <u>  </u> Low Income pupils <u>  </u> English Learners <u>  </u> Foster Youth <u>  </u> Redesignated fluent English proficient <u>  </u> Other Subgroups:(Specify)_____	Resource 3010 Obj 11xx \$42,280 Obj 3xxx \$6,595
North Country Elementary will provide morning intervention for grades 1 <sup>st</sup> -6 <sup>th</sup> in English/Language Arts. Title I pull-out for grades 1 <sup>st</sup> -6 <sup>th</sup> in English/Language Arts	1-6 North Country Elem	<u>  X  </u> ALL OR: <u>  </u> Low Income pupils <u>  </u> English Learners <u>  </u> Foster Youth <u>  </u> Redesignated fluent English proficient <u>  </u> Other Subgroups:(Specify)_____	Resource 3010 Obj 1100 \$103,540 Obj 3xxx \$16,140
Dudley will provide morning intervention for grades 2 <sup>nd</sup> -6 <sup>th</sup> in English/Language Arts and math.	2-6 Dudley Elem	<u>  X  </u> ALL OR: <u>  </u> Low Income pupils <u>  </u> English Learners <u>  </u> Foster Youth <u>  </u> Redesignated fluent English proficient <u>  </u> Other Subgroups:(Specify)_____	Resource 3010 Obj 11xx \$98,607 Obj 3xxx \$15,370

<b>GATE opportunities:</b> <ul style="list-style-type: none"> <li>Wilson Riles Middle School GATE Academy</li> <li>Oak Hill Elementary combo GATE class 4<sup>th</sup>-5<sup>th</sup>, after school challenge activities 4<sup>th</sup>-6<sup>th</sup></li> <li>Spinelli: After school challenge activities</li> <li>North Country: GATE challenge activities before and after school</li> <li>Dudley: GATE cluster classes for 4<sup>th</sup>-5<sup>th</sup>, after school challenge activities</li> </ul>	LEA 3-8	<input type="checkbox"/> ALL OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input checked="" type="checkbox"/> Other Subgroups: <u>GATE</u>	Resource 0000 Obj 11xx \$40,000 Obj 3xxx \$6,235
Teacher collaboration: vertical between elementary-middle, horizontal between elementary sites, grade level/dept	LEA	<input checked="" type="checkbox"/> ALL OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	\$0
Provide academic support and intervention at all sites <ul style="list-style-type: none"> <li>Push-in and pull out programs at elementary sites</li> <li>Morning or after school intervention at elementary sites</li> <li>EL Tutorial at Wilson Riles Middle and Center High School</li> <li>Bilingual assistants</li> <li>Math lab, English lab, credit recovery, Summer School Program at Center High</li> </ul>	LEA	<input checked="" type="checkbox"/> ALL OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	Supplemental/ Concentration Resource 0740 Obj 11xx \$395,000 Obj 2xxx \$20,000 Obj 3xxx \$66,414
Implement plan to increase EL staff support at elementary sites.	K-6	<input type="checkbox"/> ALL OR: <input type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	To Be Determined

<p>Support transition of EL students from middle to high school with summer school for incoming 9<sup>th</sup> grade EL students.</p> <p>Support transition of EL students from elementary to middle school with summer school for incoming 7<sup>th</sup> graders.</p>	7-9	<p><input type="checkbox"/> ALL OR: <input type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____</p>	<p>Supplemental/ Concentration Resource 0740 Obj 1100 \$10,000 Obj 3xxx \$1,559</p>
<p>Support long-term EL students with Long Term EL support class at Center High School and Wilson Riles Middle School.</p> <p>EL teacher at CHS to be given extra prep in schedule to track/monitor/support EL students, long term EL students and monitor Redesignated Fluent English Proficient Students</p>	7-12	<p><input type="checkbox"/> ALL OR: <input type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____</p>	<p>Supplemental/ Concentration Resource 0740 Obj 1100 \$44,622 Obj 3xxx \$6,960</p>
Americorp will provide academic support, mentoring, tutoring and counseling, coordinated by Family Resource Center	LEA	<p><input checked="" type="checkbox"/> ALL OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____</p>	<p>Resource 0000 Obj 5800 \$27,500</p>
Family Resource Center will provide clothing and school supplies, consultation services, mental health counseling services and coordinate appropriate services through Americorp, United Way and the \$en\$ibility Program	LEA	<p><input type="checkbox"/> ALL OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____</p>	<p>Resource 5630 Obj 43xx \$2,250 Obj 5xxx \$1,854</p> <p>Supplemental/ Concentration Resource 0740 Obj 12xx \$21,363 Obj 3xxx \$3,330</p>

Provide academic support for Special Education Students: study skills classes, instructional assistants	7-12 WCR & CHS	<input type="checkbox"/> ALL OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input checked="" type="checkbox"/> Other Subgroups:(Specify) <u>Special Education</u>	Resource 6500 Obj 2100 \$41,386 Obj 3xxx \$10,680
School Psychologists, School Counselors, and the Behavior Specialist on the Educationally-related Mental Health Services (ERMHS) Team will provide evidence-based social, emotional, and behavioral interventions to students in individual and group counseling, psychoeducational lessons in classroom settings, and consultation to staff and parents in order to enable students to reach IEP goals and access their educational programs.	LEA	<input type="checkbox"/> ALL OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input checked="" type="checkbox"/> Other Subgroups:(Specify) <u>Special Education</u>	Resource 6512 Obj 1200 \$205,131 Obj 2400 \$7,253 Obj 3xxx \$33,848
Develop a Facilities Master Plan	LEA	<input checked="" type="checkbox"/> ALL OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify) _____	To Be Determined



GOAL:	GOAL 2: Center JUSD students will be College & Career Ready		Related State and/or Local Priorities: 1__ 2__ 3__ 4_ <u>X</u> 5__ 6__ 7_ <u>X</u> 8__ COE only: 9__ 10__ Local : Specify _____	
Identified Need :	To prepare students for College & Career, it is a priority of CJUSD to increase CTE opportunities, a-g participation and completion rate, increase AP offerings and AP test passage rate, increase graduation rate			
Goal Applies to:	Schools:	ALL		
	Applicable Pupil Subgroups:	Low Income pupils, English Learners, Foster Youth, Redesignated fluent English proficient, Special Education		
<b>LCAP Year 1: 2015-16</b>				
Expected Annual Measurable Outcomes:	<ul style="list-style-type: none"> <li>• Increase CTE offerings by adding 1 new CTE course or 1 additional section of existing CTE program</li> <li>• Remove barriers to increase a-g completion rate to 24%</li> <li>• Increase AP offerings at CHS by adding 1 section</li> <li>• 62% of students enrolled in AP courses will pass AP exams with a 3 or better</li> <li>• 39% of ELA students and 84% of math students determined prepared for college as measured by the EAP</li> </ul>			
Actions/Services		Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
Increase CTE offerings by adding a new course at Center High School which consists of 2 blocked periods: Geometry in Construction and Construction in Geometry		9-12 CHS	<u>X</u> ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	Resource 0029 Obj 1100 \$42,568 Obj 3xxx \$6,636
Increase participation and completion of a-g by removing barriers that restrict students from meeting a-g requirements, change graduation requirements and prepare for the transition to an 8 period block		9-12 CHS	<u>X</u> ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	No cost in first year
Increase AP offerings at CHS by 1 section		10-12 CHS	<u>X</u> ALL OR:	Resource 0000 Obj 1100

		<u>Low Income pupils</u> <u>English Learners</u> <u>Foster Youth</u> <u>Redesignated fluent English proficient</u> <u>Other Subgroups:(Specify)</u>	\$16,106 Obj 3xxx \$2,510
Remove barriers and implement new programs relative to College & Career opportunities that feed into and support programs at CHS	K-8 LEA	<u>X</u> ALL OR: <u>Low Income pupils</u> <u>English Learners</u> <u>Foster Youth</u> <u>Redesignated fluent English proficient</u> <u>Other Subgroups:(Specify)</u>	Resource 0000 Obj 1100 \$16,106 Obj 3xxx \$2,510
Center HS Intervention Teachers, EL Teachers, Counseling Dept and Administration to provide purposeful and targeted outreach to increase participation in course completion of CTE offerings at Center HS	9-12 CHS	<u>ALL</u> OR: <u>X</u> Low Income pupils <u>X</u> English Learners <u>X</u> Foster Youth <u>X</u> Redesignated fluent English proficient <u>Other Subgroups:(Specify)</u>	Possibly add Master Schedule in spring for 2016-17. No cost in first year.
Provide transitional support to prepare for college & career provided through WorkAbility and Department of Rehabilitation	9-12 CHS	<u>ALL</u> OR: <u>Low Income pupils</u> <u>English Learners</u> <u>Foster Youth</u> <u>Redesignated fluent English proficient</u> <u>X</u> Other Subgroups:(Specify) <u>Special Education</u>	Resource 3410 Obj 2100 \$28,686 Obj 3xxx \$8,884  Resource 6520 Obj 2100 \$29,705 Obj 3xxx \$12,068

## LCAP Year 2: 2016-17

## Expected Annual Measurable Outcomes:

- Increase CTE offerings from by adding 1 new CTE course or 1 additional section of existing CTE program
- Increase a-g completion rate to 26% by adjusting to 8 period block schedule at high school
- Increase AP offerings at CHS by adding 1 section
- 63% of students enrolled in AP courses will pass AP exams with a 3 or better
- 41% of ELA students and 85% of math students determined prepared for college as measured by the EAP

Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
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Increase CTE offerings by adding 1 CTE course or 1 additional section	9-12 CHS MHS	<u>X</u> ALL OR: __ Low Income pupils __ English Learners __ Foster Youth __ Redesignated fluent English proficient __ Other Subgroups:(Specify)_____	Resource 0029 Obj 1100 \$42,568 Obj 3xxx \$6,636
Increase participation and completion of a-g by changing high school schedule to 8 period block	9-12 CHS	<u>X</u> ALL OR: __ Low Income pupils __ English Learners __ Foster Youth __ Redesignated fluent English proficient __ Other Subgroups:(Specify)_____	No cost until 8 period block schedule reaches 3 <sup>rd</sup> year of implementation, fiscal year 2017-18.
Increase AP offerings at CHS by 1 section	10-12 CHS	<u>X</u> ALL OR: __ Low Income pupils __ English Learners __ Foster Youth __ Redesignated fluent English proficient __ Other Subgroups:(Specify)_____	Resource 0000 Obj 1100 \$16,106 Obj 3xxx \$2,510
Remove barriers and implement new programs relative College & Career opportunities that feed into and support programs at CHS	7-8 WCR	<u>X</u> ALL OR: __ Low Income pupils __ English Learners __ Foster Youth __ Redesignated fluent English proficient __ Other Subgroups:(Specify)_____	Resource 0000 Obj 1100 \$16,106 Obj 3xxx \$2,510
Center HS Intervention Teachers, EL Teachers, Counseling Dept and Administration to provide purposeful and targeted outreach to increase participation in course completion of CTE offerings at Center HS	9-12 CHS	__ ALL OR: <u>X</u> Low Income pupils <u>X</u> English Learners <u>X</u> Foster Youth <u>X</u> Redesignated fluent English proficient __ Other Subgroups:(Specify)_____	To Be Determined
Provide transitional support to prepare for college & career provided through WorkAbility and Department of Rehabilitation	9-12 CHS	__ ALL OR: __ Low Income pupils __ English Learners __ Foster Youth __ Redesignated fluent English proficient <u>X</u> Other Subgroups:(Specify) <u>Special Education</u>	Resource 3410 Obj 2100 \$28,686 Obj 3xxx \$8,884

Resource 6520  
Obj 2100  
\$29,705  
Obj 3xxx  
\$12,068

**LCAP Year 3: 2017-18****Expected Annual  
Measurable  
Outcomes:**

- Increase CTE offerings by adding 1 new CTE course or 1 additional section of existing CTE program
- Increase a-g completion rate to 28%
- Increase AP offerings at CHS by adding one section
- 64% of students enrolled in AP courses will pass AP exams with a 3 or better
- 43% of ELA students and 86% of math students determined prepared for college as measured by the EAP

Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
Increase CTE offerings by adding 1 CTE course or 1 additional section	9-12 CHS MHS	<u>  X  </u> ALL OR: <u>  </u> Low Income pupils <u>  </u> English Learners <u>  </u> Foster Youth <u>  </u> Redesignated fluent English proficient <u>  </u> Other Subgroups: (Specify) _____	Resource 0029 Obj 1100 \$44,696 Obj 3xxx \$6,967
Increase participation and completion of a-g by continuing to offer an 8 period block	9-12 CHS	<u>  X  </u> ALL OR: <u>  </u> Low Income pupils <u>  </u> English Learners <u>  </u> Foster Youth <u>  </u> Redesignated fluent English proficient <u>  </u> Other Subgroups: (Specify) _____	Resource 0000 Obj 1100 \$65,000 Obj 3xxx \$10,133
Increase AP offerings at CHS by 1 section	10-12 CHS	<u>  X  </u> ALL OR: <u>  </u> Low Income pupils <u>  </u> English Learners <u>  </u> Foster Youth <u>  </u> Redesignated fluent English proficient <u>  </u> Other Subgroups: (Specify) _____	Resource 0000 Obj 1100 \$16,911 Obj 3xxx \$2,636
Remove barriers and implement new programs relative College & Career opportunities that feed into and support programs at CHS	7-8 WCR	<u>  X  </u> ALL OR: <u>  </u> Low Income pupils <u>  </u> English Learners <u>  </u> Foster Youth <u>  </u> Redesignated fluent English proficient	Resource 0000 Obj 1100 \$16,911

		<u>Other Subgroups: (Specify)</u>	Obj 3xxx \$2,636
Center HS Intervention Teachers, EL Teachers, Counseling Dept and Administration to provide purposeful and targeted outreach to increase participation in course completion of CTE offerings at Center HS	9-12 CHS	<u>ALL</u> OR: <u>X</u> Low Income pupils <u>X</u> English Learners <u>X</u> Foster Youth <u>X</u> Redesignated fluent English proficient <u>Other Subgroups: (Specify)</u>	To Be Determined
Provide transitional support to prepare for college & career provided through WorkAbility and Department of Rehabilitation	9-12 CHS	<u>ALL</u> OR: <u>Low Income pupils</u> <u>English Learners</u> <u>Foster Youth</u> <u>Redesignated fluent English proficient</u> <u>X</u> Other Subgroups: SPECIAL ED	Resource 3410 Obj 2100 \$28,686 Obj 3xxx \$8,884  Resource 6520 Obj 2100 \$29,705 Obj 3xxx \$12,068

GOAL:	GOAL 3: Center JUSD students and families will be engaged and informed regarding the educational process and opportunities		Related State and/or Local Priorities: 1__ 2__ 3_X 4__ 5_X 6_X 7__ 8__ COE only: 9__ 10__ Local : Specify _____	
Identified Need :	To address pupil engagement and school engagement, while improving school climate and increasing family involvement, it is a priority of CJUSD to decrease absence rates and increase the number of students and families actively involved, connected and engaged in a comprehensive school experience through involvement outside the classroom.			
Goal Applies to:	Schools:	ALL	Applicable Pupil Subgroups: English Learner, Redesignated fluent English proficient	
<b>LCAP Year 1: 2015-16</b>				
Expected Annual Measurable Outcomes:	<ul style="list-style-type: none"> <li>• Maintain average daily attendance at 95%</li> <li>• Increase district-wide participation in clubs, activities and athletics to 33%</li> <li>• Increase Center HS graduation rate to 95%</li> <li>• Decrease CJUSD chronic absenteeism rates to 30% (32% rate 8/6/14-4/30/15)</li> <li>• Maintain 1% or fewer middle school drop-out rates</li> <li>• Decrease CJUSD High School drop out to 5%</li> <li>• Decrease CJUSD suspension rate to 9%</li> <li>• Decrease CJUSD expulsions to 18</li> <li>• Maintain that 45% of secondary students feel "very safe" at school (measured by California Healthy Kids Survey and other local measures including surveys of pupils, parents and teachers on the sense of safety and school connectedness)</li> <li>• Maintain that 42% of 5<sup>th</sup> graders feel "very safe" at school (measured by California Healthy Kids Survey and other local measures including surveys of pupils, parents and teachers on the sense of safety and school connectedness)</li> <li>• All parents will be solicited to provide input into decision making locally and at the LEA level.</li> <li>• Identify agreed upon ways to measure parental participation of parents of unduplicated groups and specials needs students and establish baseline</li> </ul>			
<b>Actions/Services</b>	<b>Scope of Service</b>	<b>Pupils to be served within identified scope of service</b>	<b>Budgeted Expenditures</b>	
Continue to brainstorm with parent groups to discover new ideas that will increase daily attendance and begin to implement recommendations made by parent groups	LEA	_X_ ALL OR: __ Low Income pupils __ English Learners __ Foster Youth __ Redesignated fluent English proficient __ Other Subgroups: (Specify) _____	Supplementa l/ Concentratio n Resource 0740	

			Obj 4300 \$1000
Investigate solutions to eliminate the after school transportation barrier that prevents some students from participating in after school athletics and activities.	LEA	<u>  X  </u> ALL OR: <u>  </u> Low Income pupils <u>  </u> English Learners <u>  </u> Foster Youth <u>  </u> Redesignated fluent English proficient <u>  </u> Other Subgroups:(Specify)_____	Supplementa l/ Concentratio n Resource 0740 Obj 4300 \$1000
Establish parent education outreach relating to school topics by eliminating barriers and implementing committee (staff, parents, students) recommendations	LEA	<u>  X  </u> ALL OR: <u>  </u> Low Income pupils <u>  </u> English Learners <u>  </u> Foster Youth <u>  </u> Redesignated fluent English proficient <u>  </u> Other Subgroups:(Specify)_____	Supplementa l/ Concentratio n Resource 0740 Obj 4300 \$500
Continue to discover and utilize new ways to communicate opportunities that will increase participation in school activities and in supporting roles	LEA	<u>  X  </u> ALL OR: <u>  </u> Low Income pupils <u>  </u> English Learners <u>  </u> Foster Youth <u>  </u> Redesignated fluent English proficient <u>  </u> Other Subgroups:(Specify)_____	Supplementa l/ Concentratio n Resource 0740 Obj 4300 \$1000
Increase EL family involvement by conducting early outreach to families of children with TK children, conduct annual needs assessment at DELAC, distribute meeting dates and topics for ELAC and DELAC meetings at beginning of school year	LEA	<u>  </u> ALL OR: <u>  </u> Low Income pupils <u>  X  </u> English Learners <u>  </u> Foster Youth <u>  </u> Redesignated fluent English proficient <u>  </u> Other Subgroups:(Specify)_____	Supplementa l/ Concentratio n Resource 0740 Obj 4300 \$500
Investigate alternatives to engage more parents	K-6 LEA	<u>  X  </u> ALL OR: <u>  </u> Low Income pupils <u>  </u> English Learners <u>  </u> Foster Youth <u>  </u> Redesignated fluent English proficient <u>  </u> Other Subgroups:(Specify)_____	Supplementa l/ Concentratio n Resource 0740

			Obj 4300 \$500
<b>LCAP Year 2: 2016-17</b>			
<b>Expected Annual Measurable Outcomes:</b>	<ul style="list-style-type: none"> <li>• Maintain average daily attendance at 95%</li> <li>• Increase district-wide participation in clubs, activities and athletics to 35%</li> <li>• Increase Center HS graduation rate to 96%</li> <li>• Decrease CJUSD chronic absenteeism rates to 28%</li> <li>• Maintain 1% or fewer middle school drop-out rates</li> <li>• Decrease CJUSD High School drop out to 4%</li> <li>• Decrease CJUSD suspension rate to 8%</li> <li>• Decrease CJUSD expulsions to 16</li> <li>• Increase secondary students who feel "very safe" at school to 47% (measured by California Healthy Kids Survey and other local measures including surveys of pupils, parents and teachers on the sense of safety and school connectedness)</li> <li>• Increase 5<sup>th</sup> grade students who feel "very safe" at school "all of the time" to 44% (measured by California Healthy Kids Survey and other local measures including surveys of pupils, parents and teachers on the sense of safety and school connectedness)</li> <li>• All parents will be solicited to provide input into decision making locally and at the LEA level.</li> <li>• Increase parental participation of parents of unduplicated groups and specials needs students by 5%</li> </ul>		
<b>Actions/Services</b>	<b>Scope of Service</b>	<b>Pupils to be served within identified scope of service</b>	<b>Budgeted Expenditures</b>
Review effectiveness of committee (staff, parents, students) recommendations and plan next steps to increase daily attendance. Review SARB process to engage more stakeholders	LEA	<u>X</u> ALL OR: ___ Low Income pupils ___ English Learners ___ Foster Youth ___ Redesignated fluent English proficient ___ Other Subgroups:(Specify)_____	Supplementa l/ Concentratio n Resource 0740 Obj 4300 \$500
Implement recommended strategies that lessen or eliminate the barrier of after school transportation that is hindering participating in after school activities.  Continue to brainstorm ways to increase student and staff involvement in extracurricular opportunities	LEA	<u>X</u> ALL OR: ___ Low Income pupils ___ English Learners ___ Foster Youth ___ Redesignated fluent English proficient ___ Other Subgroups:(Specify)_____	Supplementa l/ Concentratio n Resource 0740 Obj 4300 \$500
Establish parent education outreach relating to school	LEA	<u>X</u> ALL	Supplementa



topics by eliminating barriers and implementing committee (staff, parents, students) recommendations		OR: __ Low Income pupils __ English Learners __ Foster Youth __ Redesignated fluent English proficient __ Other Subgroups:(Specify)_____	I/ Concentratio n Resource 0740 Obj 4300 \$500
Continue to utilize new ways to communicate opportunities that will increase participation in school activities and in supporting roles	LEA	<u>X</u> ALL OR: __ Low Income pupils __ English Learners __ Foster Youth __ Redesignated fluent English proficient __ Other Subgroups:(Specify)_____	Supplementa I/ Concentratio n Resource 0740 Obj 4300 \$500
Continue to reach out to EL families with TK children for enrollment in TK program. Continue to conduct annual needs assessment at DELAC. Compile and distribute meeting dates and topics for ELAC and DELAC meetings at beginning of each school year	LEA	__ ALL OR: __ Low Income pupils <u>X</u> English Learners __ Foster Youth <u>X</u> Redesignated fluent English proficient __ Other Subgroups:(Specify)_____	Supplementa I/ Concentratio n Resource 0740 Obj 4300 \$500
Continue to investigate and implement alternatives to engage more parents	K-6 LEA	<u>X</u> ALL OR: __ Low Income pupils __ English Learners __ Foster Youth __ Redesignated fluent English proficient __ Other Subgroups:(Specify)_____	Supplementa I/ Concentratio n Resource 0740 Obj 4300 \$500

## LCAP Year 3: 2017-18

Expected Annual Measurable Outcomes:	<ul style="list-style-type: none"> <li>• Maintain average daily attendance at 95%</li> <li>• Increase district-wide participation in clubs, activities and athletics to 37%</li> <li>• Increase Center HS graduation rate to 97%</li> <li>• Decrease CJUSD chronic absenteeism rates to 26%</li> <li>• Maintain 1% or fewer middle school drop-out rates</li> <li>• Decrease CJUSD High School drop out to 3%</li> <li>• Decrease CJUSD suspension rate to 7%</li> <li>• Decrease CJUSD expulsions to 14</li> </ul>
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- Maintain that 47% of secondary students feel "very safe" at school (measured by California Healthy Kids Survey and other local measures including surveys of pupils, parents and teachers on the sense of safety and school connectedness)
- Maintain that 44% of 5<sup>th</sup> grade students feel "very safe" at school (measured by California Healthy Kids Survey and other local measures including surveys of pupils, parents and teachers on the sense of safety and school connectedness)
- All parents will be solicited to provide input into decision making locally and at the LEA level.
- Increase parental participation of parents of unduplicated groups and specials needs students by 5%

Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
Review effectiveness of committee (staff, parents, students) recommendations and plan next steps to increase daily attendance.	LEA	<u>  X  </u> ALL OR: <u>      </u> Low Income pupils <u>      </u> English Learners <u>      </u> Foster Youth <u>      </u> Redesignated fluent English proficient <u>      </u> Other Subgroups: (Specify) _____	Supplemental/ Concentration Resource 0740 Obj 4300 \$500
Review effectiveness of committee (staff, parents, students) recommendations and plan next steps to increase daily attendance	LEA	<u>  X  </u> ALL OR: <u>      </u> Low Income pupils <u>      </u> English Learners <u>      </u> Foster Youth <u>      </u> Redesignated fluent English proficient <u>      </u> Other Subgroups: (Specify) _____	Supplemental/ Concentration Resource 0740 Obj 4300 \$500
Review the effectiveness of the strategies implemented with the purpose of increasing student and staff involvement in extracurricular opportunities while researching new strategies to increase involvement	LEA	<u>  X  </u> ALL OR: <u>      </u> Low Income pupils <u>      </u> English Learners <u>      </u> Foster Youth <u>      </u> Redesignated fluent English proficient <u>      </u> Other Subgroups: (Specify) _____	Supplemental/ Concentration Resource 0740 Obj 4300 \$500
Establish parent education outreach relating to school topics by eliminating barriers and implementing committee (staff, parents, students) recommendations		<u>  X  </u> ALL OR: <u>      </u> Low Income pupils <u>      </u> English Learners <u>      </u> Foster Youth <u>      </u> Redesignated fluent English proficient <u>      </u> Other Subgroups: (Specify) _____	Supplemental/ Concentration Resource 0740 Obj 4300 \$500

Continue to utilize new ways to communicate opportunities that will increase participation in school activities and in supporting roles.  Survey families to see how well we are reaching families.	LEA	<u>  X  </u> ALL OR: <u>  </u> Low Income pupils <u>  </u> English Learners <u>  </u> Foster Youth <u>  </u> Redesignated fluent English proficient <u>  </u> Other Subgroups:(Specify)_____	Supplementa l/ Concentratio n Resource 0740 Obj 4300 \$500
Continue to reach out to EL families with TK children for enrollment in TK program. Continue to conduct annual needs assessment at DELAC. Compile and distribute meeting dates and topics for ELAC and DELAC meetings at beginning of each school year	LEA	<u>  </u> ALL OR: <u>  </u> Low Income pupils <u>  X  </u> English Learners <u>  </u> Foster Youth <u>  X  </u> Redesignated fluent English proficient <u>  </u> Other Subgroups:(Specify)_____	Supplementa l/ Concentratio n Resource 0740 Obj 4300 \$500
Continue to investigate and implement alternatives to engage more parents	K-6 LEA	<u>  X  </u> ALL OR: <u>  </u> Low Income pupils <u>  </u> English Learners <u>  </u> Foster Youth <u>  </u> Redesignated fluent English proficient <u>  </u> Other Subgroups:(Specify)_____	Supplementa l/ Concentratio n Resource 0740 Obj 4300 \$500

**Annual Update Instructions:** For each goal in the prior year LCAP, review the progress toward the expected annual outcome(s) based on, at a minimum, the required metrics pursuant to Education Code sections 52060 and 52066. The review must include an assessment of the effectiveness of the specific actions. Describe any changes to the actions or goals the LEA will take as a result of the review and assessment. In addition, review the applicability of each goal in the LCAP.

**Guiding Questions:**

- 1) How have the actions/services addressed the needs of all pupils and did the provisions of those services result in the desired outcomes?
- 2) How have the actions/services addressed the needs of all subgroups of pupils identified pursuant to Education Code section 52052, including, but not limited to, English learners, low-income pupils, and foster youth; and did the provision of those actions/services result in the desired outcomes?
- 3) How have the actions/services addressed the identified needs and goals of specific schoolsites and were these actions/services effective in achieving the desired outcomes?
- 4) What information (e.g., quantitative and qualitative data/metrics) was examined to review progress toward goals in the annual update?
- 5) What progress has been achieved toward the goal and expected measurable outcome(s)? How effective were the actions and services in making progress toward the goal? What changes to goals, actions, services, and expenditures are being made in the LCAP as a result of the review of progress and assessment of the effectiveness of the actions and services?
- 6) What differences are there between budgeted expenditures and estimated actual annual expenditures? What were the reasons for any differences?

**Complete a copy of this table for each of the LEA's goals in the prior year LCAP. Duplicate and expand the fields as necessary.**

Original GOAL from prior year LCAP:	GOAL 1: Center JUSD Students will be challenged and supported to achieve academic success in a clean, safe environment	Related State and/or Local Priorities: 1 <u>X</u> 2 <u>X</u> 3 <u>  </u> 4 <u>X</u> 5 <u>X</u> 6 <u>  </u> 7 <u>  </u> 8 <u>X</u> COE only: 9 <u>  </u> 10 <u>  </u> Local : Specify <u>                                </u>
Goal Applies to:	Schools: <u>ALL</u> Applicable Pupil Subgroups: <u>ALL</u>	
Expected Annual Measurable Outcomes:	<p>A) Common Core State Standards is being implemented in all CJUSD Classrooms as measured by district and site personnel</p> <p>B) Establish math and ELA proficiency baselines as measure by CAASPP</p> <p>C) API Calculation Suspended – Baseline established once reinstated</p> <p>D) Increase percentage EL students meeting English proficiency and annual growth by 4%</p> <p>E) Increase reclassification of EL students to 12%</p> <p>F) &lt;3 students will not graduate as a result of not passing the CAHSEE</p> <p>G Develop a baseline for students achieving ELA proficiency Implement protocol for gathering data on CJUSD K-2 local assessments.</p>	<p>A) Common Core State Standards is being implemented in all CJUSD Classrooms as measured by district and site personnel</p> <p>B) TBD, data released Aug</p> <p>C) TBD, API Calculation Suspended</p> <p>D) TBD, data released July</p> <p>E) TBD, data released September</p> <p>F) 2 students did not graduate in 2015 as a result of not passing the CAHSEE. Both are students at McClellan High School.</p> <p>G) K-2 ELA baseline established.</p> <p><u>FLUENCY</u>  <i>Kindergarten</i>            28% can correctly identify 10 high frequency words  <i>1<sup>st</sup> grade</i>            75% are reading at a fluent rate of 60 WPM or greater  <i>2<sup>nd</sup> Grade</i>            77% are reading at a fluent rate of 95 WPM or greater</p> <p><u>WRITING at grade level</u>  <i>Kindergarten</i></p>

	<p>H) Develop a baseline for students achieving mathematics proficiency</p> <p>I) Teacher misassignment will not exceed 6%</p> <p>J) Provide 100% of students access to standards aligned materials. As certified by the CJUSD Board of Trustees each year</p> <p>K) 100% of schools will pass inspection within 30 days</p>	<p>Focus: 61% Organization: 53% Grammar &amp; Usage: 46% Capitalization, Punctuation, Spelling: 48%</p> <p><i>1<sup>st</sup> grade</i> Focus: 65% Organization: 62% Support: 60% Grammar &amp; Usage: 57% Capitalization, Punctuation, Spelling: 50%</p> <p><i>2<sup>nd</sup> grade</i> Focus: 53% Organization 55% Support 44% Grammar &amp; Usage 42% Capitalization, Punctuation, Spelling: 39%</p> <p>H) K-2 Math baseline established. 11% of kindergarteners have an understanding of basic facts within 5 14% of 1<sup>st</sup> graders have an understanding of basic facts within 10 6% of 2<sup>nd</sup> graders have an understanding of basic facts within 20</p> <p>I) 2014-15 Teacher misassignment: 7 misassigned out of 130, 5% misassignment rate</p> <p>J) 2014-15: no Williams findings, 100% of students have access to standards aligned materials</p> <p>K) 100% of schools passed 2014-15 inspection</p>
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<b>LCAP Year: 2014-15</b>			
<b>Planned Actions/Services</b>		<b>Actual Actions/Services</b>	
	<b>Budgeted Expenditures</b>		<b>Estimated Actual Annual Expenditures</b>
K-12 teachers will use the California State Standards in ELA, Literacy, History, Social Studies, Science and Technical Subjects. K-12 teachers will use the California Common Core State Standards in mathematics.	<i>Resource 0000</i> <i>Object 1100</i> <i>\$ \$9,766,528</i> <i>Object 3xxx</i> <i>\$1,098,346</i>	Partial implementation of ELA and mathematical Common Core State Standards.  Purchased K-12 math curriculum. Trained K-12 math teachers. Collaborative conversations between 6-12 math teachers. Additional training provided to K-5 math teachers geared toward specific topics within math curriculum.  K-12 ELA teachers created lessons, benchmarks and assessments. District writing sample rubric used K-12.	<i>Resource 0000</i> <i>Obj 1100</i> <i>\$9,099,457</i> <i>Obj 3xxx</i> <i>\$1,250,083</i>
<b>Scope of service:</b> LEA		<b>Scope of service:</b> LEA	
<u>  X  </u> ALL		<u>  X  </u> ALL	
OR: ___ Low Income pupils ___ English Learners ___ Foster Youth ___ Redesignated fluent English proficient ___ Other Subgroups:(Specify)_____		OR: ___ Low Income pupils ___ English Learners ___ Foster Youth ___ Redesignated fluent English proficient ___ Other Subgroups:(Specify)_____	

Provide Common Core State Standards aligned adopted materials.  Purchase K-12 math curriculum Common Core by the end of 2013/14		Resource 7405 Object 4100 \$450,000	Purchased K-12 SBE Adopted Math Curriculum	Resource 7405 Obj 4100 \$422,628
Scope of service:	LEA		Scope of service:	LEA
<u>X</u> ALL			<u>X</u> ALL	
OR: __ Low Income pupils __ English Learners __ Foster Youth __ Redesignated fluent English proficient __ Other Subgroups:(Specify) _____			OR: __ Low Income pupils __ English Learners __ Foster Youth __ Redesignated fluent English proficient __ Other Subgroups:(Specify) _____	
Train instructional staff on Common Core State Standards aligned curriculum and instructional strategies. K-12 Teachers will access choices of Professional Development to support the implementation of California Common Core State Standards		Resource 0000 Object 1100 \$100,000	K-12 teachers participated in Common Core State Standards aligned math adoption training and a variety of ELA trainings.	Resource 0000 Obj 1100 \$56,987 Obj 3xxx \$6,774 Obj 5200 \$38,822
Scope of service: LEA			Scope of service: LEA	
<u>X</u> ALL			<u>X</u> ALL	
OR: __ Low Income pupils __ English Learners __ Foster Youth __ Redesignated fluent English proficient __ Other Subgroups:(Specify) _____			OR: __ Low Income pupils __ English Learners __ Foster Youth __ Redesignated fluent English proficient __ Other Subgroups:(Specify) _____	
Provide BTSA support to new teachers		N/A	13 CJUSD teachers were supported through BTSA for the 2014-15 school year	No cost 1 <sup>st</sup> Year



Scope of service: LEA		Scope of service:	
<input checked="" type="checkbox"/> ALL		<input checked="" type="checkbox"/> ALL	
OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____		OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	
Center HS will provide support Classes; math lab, English lab, credit recovery, Summer School program		LCFF  Resource 0000 Object 1100 Object 5800 \$35,600  Center HS offered the following support classes: <ul style="list-style-type: none"> <li>• 4 sections of Math Lab, serving 62 students</li> <li>• 1 section Foundations of English, serving 14 students</li> <li>• 4 sections of the CARE program, serving 22 students</li> </ul> <i>*The original budget was based on fewer sections than the budget allowed.</i>	
Resource0000 Obj 1100 \$78,038 Obj 3xxx \$9,350 Obj 5800 \$8,000			
Scope of service: 9-12 CENTER HIGH		Scope of service: 9-12 CENTER HIGH	
<input checked="" type="checkbox"/> ALL		<input checked="" type="checkbox"/> ALL	
OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____		OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	
Wilson Riles Middle School will provide support classes: Math Support Class, English Support Class, PAWS period during the school day and Husky Help after school		Title I Resource 3010 Object 1100 Object 1199 Object 3xxx  \$115,252  3 sections of English support (2 for 7th and 1 for 8th), serving 46 students  3 sections of Math support (1 for 7th and 2 for 8th) serving 52 students  PAWS period offered Tuesday-Friday. 20 minute period to remediate or make-up work  Husky Help offered after school 3 times per week, with	
Resource3010 Obj 11xx \$83,427 Obj 3xxx \$9,920			

		support in English, math, science, social science and RSP. Average daily attendance: 40 students	
<b>Scope of service: 7-8 RILES MIDDLE</b>		<b>Scope of service: 7-8 RILES MIDDLE</b>	
<input checked="" type="checkbox"/> ALL		<input checked="" type="checkbox"/> ALL	
OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____		OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	
Oak Hill Elementary will provide after school intervention for grades 1 <sup>st</sup> -6 <sup>th</sup> in English/Language Arts and 3 <sup>rd</sup> -6 <sup>th</sup> in math	LCFF  Resource 0000 Object 1199 Object 3xxx \$16,689	Afterschool intervention provided 2 times per week for 1 hour each session. 115 students participated.	Resource 0000 Obj 11xx \$19,338 Obj 3xxx \$2,299
<b>Scope of service: 1-6 OAK HILL ELEMENTARY</b>		<b>Scope of service: 1-6 OAK HILL ELEMENTARY</b>	
<input checked="" type="checkbox"/> ALL		<input checked="" type="checkbox"/> ALL	
OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____		OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	
Spinelli Elementary will provide morning intervention for grades 1 <sup>st</sup> -6 <sup>th</sup> in English/Language Arts and Math. Title I push in and pull out support for grades 1 <sup>st</sup> -6 <sup>th</sup> in English/Language Arts and math.	Title I  Resource 3010 Object 1100 Object 3xxx \$46,000	Morning Intervention provided Monday through Friday, in 50 minute sessions, serving 16 students. An additional 5 students are served in daily morning intervention for 30 minutes.  Title I is offered daily through push-in and pull-out model.  <ul style="list-style-type: none"> <li>46 students are supported daily, 75 minute sessions.</li> </ul>	Resource 3010 Obj 11xx \$36,517 Obj 3xxx \$4,345

		<ul style="list-style-type: none"> <li>• 10 students supported daily, 30 minute sessions</li> <li>• 19 students supported daily, 10-15 minute sessions</li> </ul>	
Scope of service: 1-6 SPINELLI ELEMENTARY		Scope of service: 1-6 SPINELLI ELEMENTARY	
<input checked="" type="checkbox"/> ALL OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____		<input checked="" type="checkbox"/> ALL OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	
North Country will provide morning intervention for grades 1 <sup>st</sup> -6 <sup>th</sup> in English/Language Arts and Title I pull out for grades 1 <sup>st</sup> -6 <sup>th</sup> in English/Language Arts.	Title I  Resource 3010 Object 1100 Object 3xxx \$127,815	Morning intervention is offered 3 times per week, serving 60 students  Title I pull-out if offered 4 times per week, serving 135 students	Resource 3010 Obj 11xx \$95,050 Obj 3xxx \$11,300
Scope of service:	2-6 NORTH COUNTRY ELEM	Scope of service:	2-6 NORTH COUNTRY ELEM
<input checked="" type="checkbox"/> ALL OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____		<input checked="" type="checkbox"/> ALL OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	
Dudley will provide morning intervention for grades 2 <sup>nd</sup> -6 <sup>th</sup> in English/Language Arts and math, and Title I pull out for grades 1 <sup>st</sup> -6 <sup>th</sup> in English/Language Arts and math.	Title I  Resource 3010 Object 1100 Object 3xxx \$103,830	Title I pull-out provided strictly reading support to allow the teachers to fully implement the new math program.  Title I pull-out is provided 5 days week for 30 minutes, serving 92 students  Morning intervention <ul style="list-style-type: none"> <li>• grades 2 and 3 meet 4 days/week for 40 minutes serving 6-10 students.</li> <li>• No intervention for 4th.</li> <li>• Two 5th grade teachers offer after school help on Thursdays for 70 minutes with 6-12 students.</li> </ul>	Resource 3010 Obj 11xx \$87,090 Obj 3xxx \$10,354

		<ul style="list-style-type: none"> <li>6th meets 5 days/week for 30 minutes with 6-12 students.</li> </ul>	
Scope of service: K-6 DUDLEY ELEMENTARY		Scope of service: K-6 DUDLEY ELEMENTARY	
<input checked="" type="checkbox"/> ALL OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____		<input checked="" type="checkbox"/> ALL OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	
GATE opportunities <ul style="list-style-type: none"> <li>Wilson Riles Middle School Academy</li> <li>Oak Hill Elem combo GATE class 4<sup>th</sup>-5<sup>th</sup>, after school challenge activities 4<sup>th</sup>-6<sup>th</sup></li> <li>Spinelli: after school challenge activities</li> <li>North Country: GATE challenge activities before and after school</li> <li>Dudley: combo GATE Academy for 4<sup>th</sup>-5<sup>th</sup></li> </ul>	LCFF  Resource 0036 Object 1198 Object 3xxx Object 4300 Object 4400 Object 5200  \$30,000	Students Served Dudley Elementary: 17 North Country Elementary: 10 Oak Hill Elementary: 31 Spinelli Elementary: 15 Riles Middle School: 62	Resource 0000 Obj 11xx \$11,510 Obj 3xxx \$1,368 Obj 4xxx \$1,251 Obj 5xxx \$1,895
Scope of service: 3-8 LEA		Scope of service: 3-8 LEA	
<input checked="" type="checkbox"/> ALL  OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify) <u>GATE</u>		<input checked="" type="checkbox"/> ALL  OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify) <u>GATE</u>	
Teacher collaboration: vertical between elementary middle and middle-high, horizontal between elementary sites, grade level/dept	Modify end times at elementary sites for K-12 early release \$0	Horizontal Collaboration: Early Out Mondays at all 4 elementary sites, WCR Middle School and Center High School for grade level and department collaboration  Vertical Collaboration: Math collaboration meetings between 6 <sup>th</sup> grade teachers and middle school math	\$0

		teachers. Math collaboration meetings between middle school math teachers and high school math teachers.	
Scope of service: LEA		Scope of service: LEA	
<input checked="" type="checkbox"/> ALL		<input checked="" type="checkbox"/> ALL	
OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____		OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	
Provide academic support for Special Education students: study skills classes, instructional assistants	Resource 3310 Obj 2100 Obj 3xxx \$96,771 Resource 6520 Obj 1xxx Obj 2xxx Obj 3xxx \$100,450	WCR Middle School offers 3 sections of Learning Center and Center HS offers 6 sections of Study Skills. Both courses are designed to provide academic support to special education students.  LEA added 4 full-time Instructional Assistants, 1 part-time Instructional Assistant and increased hours on one existing Instructional Assistant position to increase support of special education students.	Resource 3310 Obj 2100 Obj 3xxx \$96,771 Resource 6520 Obj 1xxx Obj 2xxx Obj 3xxx \$100,450 Resource 3310 Obj 2100 \$110,640 Obj 3xxx \$23,211
Scope of service: 7-12 WCR & CHS		Scope of service: 7-12 WCR & CHS	
<input type="checkbox"/> ALL		<input type="checkbox"/> ALL	
OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input checked="" type="checkbox"/> Other Subgroups: <u>Special Education Students</u>		OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input checked="" type="checkbox"/> Other Subgroups: <u>Special Education Students</u>	

<p>Provide academic support and intervention at all sites</p> <ul style="list-style-type: none"> <li>• Push-In and pull-out programs at elementary sites</li> <li>• Morning or after school intervention at elementary sites</li> <li>• EL Tutorial at Wilson Riles Middle and Center High School</li> <li>• Bilingual Assistants</li> <li>• Math lab, English lab, credit recovery, summer school at Center High School</li> </ul>	<p>Supplemental Concentration</p> <p>Resource 0740 Object 1xxx Object 2xxx Object 3xxx \$451,077</p>	<p>Intervention provided at all 4 elementary schools, Riles Middle School and Center High School. Specifics detailed above and listed under school sites.</p> <p>Center High offers 1 section of EL Tutorial</p> <p>Riles Middle School offers 1 section of EL Tutorial</p> <p>6 Bilingual Assistants provide support to EL students at elementary, middle and high school level.</p> <p><i>Additional increase in award enabled additional resources for targeted students</i></p>	<p>Supplemental/ Concentration Resource 0740 Obj 11xx \$331,480</p> <p>Obj 2xxx \$114,225</p> <p>Obj 3xxx \$129,351</p>
<p>Scope of service: LEA</p> <p><u>  X  </u> ALL</p> <p>OR:</p> <p><u>  </u> Low Income pupils <u>  </u> English Learners</p> <p><u>  </u> Foster Youth <u>  </u> Redesignated fluent English proficient</p> <p><u>  </u> Other Subgroups:(Specify) _____</p>		<p>Scope of service: LEA</p> <p><u>  X  </u> ALL</p> <p>OR:</p> <p><u>  </u> Low Income pupils <u>  </u> English Learners</p> <p><u>  </u> Foster Youth <u>  </u> Redesignated fluent English proficient</p> <p><u>  </u> Other Subgroups:(Specify) _____</p>	
<p>Increase certificated support for elementary English Learners. Evaluate current English Learner structure with recommendations to increase support in future years</p>	<p>\$0</p>	<p>Evaluated our Title III program and created a Title III Plan for improvement providing additional support to EL learners at all 4 elementary sites that will begin 2015-16 school year</p>	<p>\$0</p>
<p>Scope of service: K-6</p>		<p>Scope of service: K-6</p>	

<input type="checkbox"/> ALL		<input type="checkbox"/> ALL	
OR: <input type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify) _____		OR: <input type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify) _____	

Support transition of EL students from middle to high school with summer school session for incoming 9 <sup>th</sup> grade EL students	Supplemental/ Concentration  Resource 0740 Object 1100 Object 3xxx  \$1000	Summer 2014: 12 sessions held, 3 hours per session, targeted instruction provided for 5 EL students transitioning from middle school to high school	Supplemental/ Concentration Resource 0740 Obj 1100 \$1,000 Obj 3xxx \$125
Scope of service: 8 <sup>th</sup> -9 <sup>th</sup>		Scope of service: 8 <sup>th</sup> -9 <sup>th</sup>	
<input type="checkbox"/> ALL  OR: <input type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify) _____		<input type="checkbox"/> ALL  OR: <input type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify) _____	

Support long-term EL students with Long Term EL Support Class. EL Teacher to be given extra prep period in schedule to track/monitor/support EL students and monitor Redesignated Fluent English Proficient students	Supplemental/ Concentration  Resource 0740 Object 1100 Object 3xxx  \$42,244	2014-15 school year: 1 section was offered serving 12 long-term EL students. Students in LTEL class were also scheduled into English 9 with their LTEL teacher which allowed further support in English and across the curriculum.  Site was unable to accommodate the extra prep period due to limitations with the master schedule.	Supplemental/ Concentration Resource 0740 Obj 11xx \$16,041 Obj 3xxx \$1,908
Scope of service: 9 <sup>th</sup> -12 <sup>th</sup> Center High		Scope of service: 9 <sup>th</sup> -12 <sup>th</sup> Center High	
__ ALL  OR: __ Low Income pupils __X__ English Learners __ Foster Youth __X__ Redesignated fluent English proficient __ Other Subgroups:(Specify)_____		__ ALL  OR: __ Low Income pupils __X__ English Learners __ Foster Youth __X__ Redesignated fluent English proficient __ Other Subgroups:(Specify)_____	
Americorp will provide academic support, mentoring, tutoring and counseling coordinated by Family Resource Center	LCFF  Resource 0000 Object 1100 Object 1200 Object 3xxx Object 5800  \$70,361	Americorps provided mentoring for 33 foster and unaccompanied youth  Americorps provided tutoring for 33 foster youth and unaccompanied homeless	Resource0000 Obj 1100 \$16,041 Obj 1200 \$14,753 Obj 3xxx \$3,661 Obj 5800 \$25,526
Scope of service: LEA		Scope of service: LEA	



__ ALL  OR: <input checked="" type="checkbox"/> Low Income pupils    __ English Learners <input checked="" type="checkbox"/> Foster Youth    __ Redesignated fluent English proficient __ Other Subgroups:(Specify)_____		__ ALL  OR: <input checked="" type="checkbox"/> Low Income pupils    __ English Learners <input checked="" type="checkbox"/> Foster Youth    __ Redesignated fluent English proficient __ Other Subgroups:(Specify)_____	
Explore need for increasing student support services at Center High through a position to serve as liason to monitor and support at risk students	\$0	Additional student support through a liason position would be effective to target the needs of the at-risk population. At this time, funding did not support the creation of this position. This position will be revisited, in the coming year for possible inclusion in the 2016-17 school year.	\$0
Scope of service: 9-12		Scope of service: 9-12	
__ ALL  OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient __ Other Subgroups:(Specify)_____		__ ALL  OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient __ Other Subgroups:(Specify)_____	
Family Resource Center will provide clothing and school supplies, consultation resources, referral services, mental health counseling services and coordinate appropriate additional services through Americorp, United Way and the	LCFF  Resource 0000 Object 5800 \$12,500  Resource 5630 Object 1200 Object 3xxx	The Family Resource Center provide students with the following: Backpacks for 106 students Clothing for 103 students School supplies for 124 students Referral for food for 9 students Referral for housing for 17 students Shoes for 39 students Out of district transportation for 20 homeless students	Resource0000 Obj 58xx \$12,763  Resource5630 Obj 12xx \$13,590

<b>Sen\$ibility Program</b>  <b>\$16,750</b>  <b>Supplemental/ Concentration Resource 0740 Object 5800 \$12,500</b>	<b>Obj 3xxx \$1,616</b>  <b>Supplemental/ Concentration Resource0740 Obj 58xx \$12,763</b>
<b>Scope of service: K-12</b>  __ ALL  OR: <u> X </u> Low Income pupils <u> X </u> English Learners <u> X </u> Foster Youth <u> X </u> Redesignated fluent English proficient <u> Other Subgroups:(Specify) _____</u>	<b>Scope of service: K-12</b>  __ ALL  OR: <u> X </u> Low Income pupils <u> X </u> English Learners <u> X </u> Foster Youth <u> X </u> Redesignated fluent English proficient <u> Other Subgroups:(Specify) _____</u>

What changes in actions, services, and expenditures will be made as a result of reviewing past progress and/or changes to goals?	<ul style="list-style-type: none"> <li>• Adding implementation of ELD standards to better meet the needs of EL students</li> <li>• Changing K-2 math local assessment used as metric. Will implement performance task, deemed a more authentic measure of math standards attainment versus previously established fluency assessment.</li> <li>• Unable to increase 2 EL positions at elementary level due to budgetary constraints. Investigate level of support needed and create plan</li> <li>• Changes to GATE program at Dudley. Decreased number of identified GATE students has led to an Academy not strictly for GATE students but also high number of high achievers. As a result, Academy will be dissolved and GATE students will be clustered</li> </ul>
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	<p>and high achievers will be distributed amongst classes within grade level</p> <ul style="list-style-type: none"><li>• Due to budgetary constraints and limitations with master schedule, unable to give EL teacher at Center High School a prep period for monitoring. It is being implemented with the 2015-16 school year</li><li>• With our identification as Program Improvement for Title III, stakeholders reviewed data, identified need and developed a plan. Title III plan is reflected in LCAP with the addition of Long Term EL classes at Riles Middle School and Long Term EL Case Managers providing intervention at the 4 elementary sites</li><li>• Due to budgetary constraints and limitations with master schedule, unable to increase staffing for at-risk students. This will be more feasible with the conversion to an 8 period Block Schedule in the 2016-2017 school year, as noted in 2016-17 LCAP, Goal 2</li><li>• Based on the request for instructional staff to be trained on Common Core State Standards, the 2015-16 LCAP includes an action step to provide instructional classified staff with training opportunities on Common Core State Standards.</li><li>• Due to the need to reduce or eliminate the need for combination classes at the elementary level, the 2015-16 LCAP includes an action step for close collaboration between district and site administration to reduce or eliminate the need for combination classes.</li><li>• Based on the need, CJUSD is adding Educationally related Mental Health Services (ERMHS) to the 2015-16 LCAP</li><li>• CJUSD is adding an action step to the 2015-16 LCAP to investigate the need to increase district level administration in order to increase district support to the school sites.</li><li>• CJUSD is adding an action step to the 2015-16 LCAP to investigate the need to increase site level administration in order to increase support to teachers, students and families.</li></ul>
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Original GOAL from prior year LCAP:	GOAL 2: Center JUSD students will be college and career ready		Related State and/or Local Priorities: 1__ 2__ 3__ 4__ 5_X 6__ 7_X 8__ COE only: 9__ 10__ Local : Specify _____	
Goal Applies to:	Schools:	ALL		
	Applicable Pupil Subgroups:	ALL		
Expected Annual Measurable Outcomes:	To prepare students for College & Career, it is a priority of CJUSD to increase CTE opportunities, a-g participation and completion rate, increase AP offerings and AP test passage rate, increase graduation rate.			
	A) 2013-2014: Increase CTE course offerings from 11 to 12 by adding 1 new CTE course B) 2013-2014: Explore barriers limiting a-g completion. Maintain 22.7% completion. C) 2013-2014: Maintain 8 AP offerings at CHS D) 60% of students will pass AP exams with a 3 or better E) 36% of ELA students and 82% of math students determined prepared for college as measured by EAP		Actual Annual Measurable Outcomes:	A) 2014-2015: 14 CTE courses offered, 18 total sections B) 2014-2015: 86% enrolled in a-g (based on English course) 2013-14: 22% completed a-g C) 15 AP sections offered D) 2013-14: 52.7% (123 tests passed with 3 or higher, 233 test taken) 114 students tested E) 2013-14 EAP data: TBA in August
LCAP Year: 2014-15				
Planned Actions/Services			Actual Actions/Services	
	Budgeted Expenditures			Estimated Actual Annual Expenditures
District to explore options/trends/staffing to increase CTE offerings at Center High and McClellan High over the next three years	LCFF Resource 0029 Object 1100 Object 3xxx		Met to explore options, trends, staffing  Identified barriers and strategies to increase CTE offerings over coming years	N/A

		\$26,000			
Scope of service:	Center HS & McClellan HS		Scope of service:	Center HS & McClellan HS	
<u>X</u> ALL			<u>X</u> ALL		
OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____			OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____		
Increase participation in and completion of a-g requirements by forming a committee to identify barriers to a-g completion, including graduation requirements and removing barriers that restrict students from meeting a-g requirements		N/A	Committee comprised of teachers, counselors, administrators identified current schedule as a large barrier to a-g completion. Committee recommended 8 period block schedule to be implemented 2016-17 which will address the barrier to a-g completion		N/A
Scope of service:	Center HS 9-12		Scope of service:	Center HS 9-12	
<u>X</u> ALL			<u>X</u> ALL		
OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____			OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____		
Form a committee at WCR to explore new opportunities  Launch K-8 informational campaign to inform parents and students on College/Career readiness, CTE options and a-g requirements		N/A	WCR committee not formed to explore options. This will be done in 2015-16  Oak Hill Elementary held monthly parent nights with focus on high school options within district  CHS hosted an elective fair, inviting middle school families to see courses and programs available at CHS that support College/Career readiness  CHS invited middle school families to scheduling committee meeting		N/A

Scope of service: WCR		Scope of service: WCR	
<input checked="" type="checkbox"/> ALL		<input checked="" type="checkbox"/> ALL	
OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____		OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	
Provide transitional support through WorkAbility and Department of Rehab to prepare students for College/Career	Resource 3410 Obj 1xxx Obj 2xxx Obj 3xxx \$56,590	Center High School Special education students: <ul style="list-style-type: none"> <li>• 187 served through WorkAbility</li> <li>• 34 served through Dept of Rehabilitation</li> </ul>	Resource3410 Obj. 2100 \$28,686 Obj 3xxx \$8,884  Resource6520 Obj 2100 \$29,705 Obj 3xxx \$12,068
Scope of service: 7-12 WCR & CHS		Scope of service: 7-12 WCR & CHS	
<input type="checkbox"/> ALL		<input type="checkbox"/> ALL	
OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input checked="" type="checkbox"/> Other Subgroups: Special Education Students		OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input checked="" type="checkbox"/> Other Subgroups: Special Education Students	
Center HS Intervention teachers, EL Teachers, Counseling Dept and Administration to provide purposeful and targeted outreach to increase participation in and course completion of CTE offerings at Center High	Supplemental/ Concentration  Resource 0740 Object 1100 Object 3xxx \$78,372  LCFF	Progress has been made in increasing EL sections including Long Term English Learner class at Center High School. While the counseling department and administration provided some targeted outreach in this area, more attention is needed. Administration and counseling will focus on this in the coming year.	Supplemental/ Concentration Resource0740 Obj 11xx \$48,120 Obj 3xxx \$5,720

	Resource 0000 Object 1200 Object 3xxx \$14,628		Resource0000 Obj 1200 \$11,793 Obj 3xxx \$1,401
Scope of service: 9-12 Center High		Scope of service: 9-12 Center High	
__ ALL  OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient __ Other Subgroups:(Specify)_____		__ ALL  OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient __ Other Subgroups:(Specify)_____	
Explore need for increasing student support services at Center High through a position to serve as liason to monitor and support at risk students	N/A	Additional student support through a liason position would be effective to target the needs of the at-risk population. At this time, funding did not support the creation of this position. This position will be revisited, in the coming year for possible inclusion in the 2016-17 school year.	N/A
Scope of service: 9-12 Center High		Scope of service: 9-12 Center High	
__ ALL  OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient __ Other Subgroups:(Specify)_____		__ ALL  OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient __ Other Subgroups:(Specify)_____	

Family Resource Center will provide clothing and school supplies, consultation resources, referral services, mental health counseling services and coordinate appropriate additional services through Americorp, United Way and the Sen\$ibility Program	<p>LCFF</p> <p>Resource 0000 Object 5800 \$12,500</p> <p>Resource 5630 Object 1200 Object 3xxx \$16,750</p> <p>Supplemental/ Concentration Resource 0740 Object 5800 \$12,500</p>	<p>The Family Resource Center provide students with the following:</p> <p>Backpacks for 106 students Clothing for 103 students School supplies for 124 students Referral for food for 9 students Referral for housing for 17 students Shoes for 39 students Out of district transportation for 20 homeless students</p> <p>Counseling: 72 students School based mentoring: 56, K-3 students McKinney Tutoring: 23 homeless students Consultation advocacy for 217 students</p> <p>Small group social skills instruction: 99 1<sup>st</sup>-5<sup>th</sup> students Whole class social skills instruction: 1295 students Bullying Prevention whole school: 638 Bullying Prevention intensive: 500</p>	<p>Resource 0000 Obj 58xx \$12,763</p> <p>Resource 5630 Obj 12xx \$13,590 Obj 3xxx \$1,616</p> <p>Supplemental/ Concentration Resource 0740 Obj 58xx \$12,763</p>
Scope of service: K-12		Scope of service: K-12	
<p><input type="checkbox"/> ALL</p> <p>OR:</p> <p><input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify) _____</p>		<p><input type="checkbox"/> ALL</p> <p>OR:</p> <p><input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify) _____</p>	

What changes in actions, services, and expenditures will be made as a

- Will continue to provide service to families through Family Resource Center. However,



<p>result of reviewing past progress and/or changes to goals?</p>	<p>these actions/services have been moved to Goal 1 in 2015-16 LCAP as the actions and services directly support the Goal 1.</p> <ul style="list-style-type: none"><li>• The scope of intervention at Center HS was not fully implemented as planned. EL interventions were achieved and will continue to be expanded in the 2015-16 LCAP and beyond. Administration and Counseling Dept will continue their efforts, with major road blocks to CTE course completion being removed with the shift to block schedule as planned in 2016-17 LCAP and noted in Goal 2.</li><li>• Continuing to address need for student support services at Center HS as addressed in Goal 1 of the 2016-17 LCAP</li></ul>
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Original GOAL from prior year LCAP:	GOAL 3: Center JUSD students will be engaged in their educational process and opportunities			Related State and/or Local Priorities: 1__ 2__ 3__ 4__ 5_X 6_X 7__ 8__ COE only: 9__ 10__ Local : Specify _____		
Goal Applies to:	Schools:	ALL				
	Applicable Pupil Subgroups:	ALL				
Expected Annual Measurable Outcomes:	A) Increase average daily attendance to 95%			A) District wide daily attendance rates: 93.6% (2014 P2)		
	Site Attendance Rate: Center HS: 95.66% McClellan HS: 91.49% Wilson Riles MS: 94.12% Dudley Elem: 95.6% North Country: 93.14% Oak Hill Elem: 94.86% Spinelli Elem: 93.92%			Site Attendance Rate: Center HS: 95.46% McClellan HS: 85.15% Wilson Riles MS: 95.37% Dudley Elem: 95.57% North Country: 95.75% Oak Hill Elem: 95.93% Spinelli Elem: 95.41%		
	B) Increase district-wide participation in clubs, activities and athletics to 28%			B) District wide student participation rates in clubs, activities, athletics: 30% (1341/4461) of K-12 students participate in clubs, activities, athletics provided by the school site.		
	Site Participation Rate: Center HS: 47% McClellan HS: 0 Wilson Riles MS: 35% Dudley Elem: 6% North Country: 25% Oak Hill Elem: 16% Spinelli Elem: 11%			Site Participation Rate: Center HS: 46% McClellan HS: 20% Wilson Riles MS: 41% Dudley Elem: 10% North Country: 22% Oak Hill Elem: 16% Spinelli Elem: 33%		
	C) Increase Center HS graduation rate to 90.5%			C) Center HS Graduation Rate: 93.9% (2012-13)		
	D) Decrease CJUSD Chronic Absenteeism rates to 25%			D) CJUSD Chronic Absenteeism rates are 32% (Absent three or more days throughout the year without valid excuse)		
E) Maintain 1% or fewer middle school drop-out rates				E) 2013-2014 CJUSD Middle School dropout rate –less than 1% (1 student)		
F) Decrease CJUSD High School drop out rate to 2%				F) 2014 CJUSD High School dropout rate 6.1%		

<p><b>G) CJUSD Suspension Rate will decrease to 9%</b> Site Suspension Rates Center HS = 5% McClellan HS - 139% Wilson Riles MS = 16% Dudley Elem = 8% North Country Elem - 7% Oak Hill Elem = 6% Spinelli Elem - 13%</p> <p><b>H) CJUSD Expulsions will decrease to 18</b></p> <p>2012-2013 Site Suspensions (# of individuals) and Expulsion (number of incidents) Center HS: 74 and 16 McClellan HS: 126 and 0 Wilson Riles MS: 102 and 4 Dudley Elem: 53 and 0 North Country Elem: 36 and 0 Oak Hill Elem: 45 and 0 Spinelli Elem: 43 and 0</p> <p><b>I) 45% of secondary students feel "very safe" at school</b> (measured by the California Healthy Kids Survey)</p> <p><b>J) 42% of 5th grade students feel "very safe" at school</b> "all of the time" (measured by the California Healthy Kids Survey)</p>	<p><b>G) 2013-14 CJUSD Suspension Rate through April 2015: 10%</b> (total incidents of suspension) Site Suspension Rates: Center HS = 11% McClellan HS = 79% Wilson Riles MS = 17% Dudley Elem = 4% North Country Elem = 6% Oak Hill Elem = 8% Spinelli Elem = 5%</p> <p><b>H) 2013-14 CJUSD Expulsions August 2014 through April 2015= 11</b> (number of incidents)</p> <p>2013-2014 Site Suspensions (# of individuals) and Expulsion (number of incidents), August through April Center HS: 144 and 2 McClellan HS: 57 and 4 Wilson Riles MS: 116 and 5 Dudley Elem: 32 and 0 North Country Elem: 34 and 0 Oak Hill Elem: 62 and 0 Spinelli Elem: 15 and 0</p> <p><b>I) measured every other year with administration of California Healthy Kids Survey</b></p> <p><b>J) measured every other year with administration of California Healthy Kids Survey</b></p>		
<b>LCAP Year: 2014-15</b>			
<b>Planned Actions/Services</b>		<b>Actual Actions/Services</b>	
	<b>Budgeted Expenditures</b>		<b>Estimated Actual Annual</b>

				Expenditures
Increase daily attendance by forming a committee to investigate and remedy attendance issue. Survey students and families to inquire actions/incentives to increase attendance		N/A	CJUSD families surveyed, spoke with parents and students regarding attendance. No new actions implemented. Will revisit in coming year to identify need and solution.	N/A
Scope of service:	LEA		Scope of service:	LEA
<u>  X  </u> ALL			<u>  X  </u> ALL	
OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____			OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	
<p>Increase staff involvement and student involvement in clubs, activities and athletics.</p> <p>Negotiate stipends. Review and access club responsibility with possibility of 6-8 week clubs at reduced stipend.</p> <p>Establish committee of Athletic Directors, Activity Directors, on-campus head coaches, club advisors, activity advisors from CHS, MHS and WCR to investigate barriers to student and staff involvement</p>		\$160,000	<p>In 2013-14, 619 CHS students were involved in clubs, activities or athletics using a hand-tally method on a spreadsheet. Between 2013-14 and 2014-15, enrollment declined and the 5 Star system of tracking student involvement was implemented at CHS. In 2014-15, 595 CHS students were involved in clubs, activities or athletics. It is believed the slight decline is due to a drop in enrollment and the change made in the data collection method. We now have a solid baseline using the 5 Star System to measure future growth.</p> <p>Stipends were increased.</p> <p>Held 2 meetings with CHS and WCR admin, Athletic Directors and Activity Directors. Recommendations made such as activity busses. Current funding does not support recommendations</p>	Resource0000 Obj 1198 \$158,570 Obj 3xxx \$18,850
Scope of service:	LEA		Scope of service:	LEA

<input checked="" type="checkbox"/> ALL OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____		<input checked="" type="checkbox"/> ALL OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	
Americorp will provide academic support, mentoring, tutoring and counseling coordinated by Family Resource Center	LCFF Resource 0000 Object 1100 Object 1200 Object 3xxx Object 5800  \$70,361	Americorps provided mentoring for 33 foster and unaccompanied youth  Americorps provided tutoring for 33 foster youth and unaccompanied homeless	Resource0000 Obj 11xx \$16,041 Obj 1200 \$14,753 Obj 3xxx \$3,661 Obj 5800 \$25,526
Scope of service: LEA		Scope of service: LEA	
<input type="checkbox"/> ALL OR: <input checked="" type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____		<input type="checkbox"/> ALL OR: <input checked="" type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	
Explore need for increasing student support services at Center High through a position to serve as liason to monitor and support at risk students	N/A	Additional student support through a liason position would be effective to target the needs of the at-risk population. At this time, funding did not support the creation of this position. This position will be revisited, in the coming year for possible inclusion in the 2016-17 school year.	N/A
Scope of service: 9-12 Center High		Scope of service: 9-12 Center High	

<p><input type="checkbox"/> ALL</p> <p>OR:</p> <p><input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners</p> <p><input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups:(Specify)_____</p>		<p><input type="checkbox"/> ALL</p> <p>OR:</p> <p><input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners</p> <p><input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups:(Specify)_____</p>	
<p>Family Resource Center will provide clothing and school supplies, consultation resources, referral services, mental health counseling services and coordinate appropriate additional services through Americorp, United Way and the \$en\$ibility Program</p>	<p>LCFF</p> <p>Resource 0000 Object 5800 \$12,500</p> <p>Resource 5630 Object 1200 Object 3xxx \$16,750</p> <p>Supplemental/ Concentration Resource 0740 Object 5800 \$12,500</p>	<p>The Family Resource Center provide students with the following:</p> <p>Backpacks for 106 students Clothing for 103 students School supplies for 124 students Referral for food for 9 students Referral for housing for 17 students Shoes for 39 students Out of district transportation for 20 homeless students</p> <p>Counseling: 72 students School based mentoring: 56,K-3 students McKinney Tutoring: 23 homeless students Consultation advocacy for 217 students</p> <p>Small group social skills instruction: 99 1<sup>st</sup>-5<sup>th</sup> students Whole class social skills instruction: 1295 students Bullying Prevention whole school: 638 Bullying Prevention intensive: 500</p>	<p>Resource0000 Obj58xx \$12,763</p> <p>Resource 5630 Obj 1200 \$13,590 Obj 3xxx \$1,616</p> <p>Supplemental/ Concentration Resource 0740 Obj 58xx \$12,763</p>
<p>Scope of service: K-12</p>		<p>Scope of service: K-12</p>	
<p><input type="checkbox"/> ALL</p> <p>OR:</p> <p><input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners</p> <p><input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups:(Specify)_____</p>		<p><input type="checkbox"/> ALL</p> <p>OR:</p> <p><input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners</p> <p><input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups:(Specify)_____</p>	

<p>What changes in actions, services, and expenditures will be made as a result of reviewing past progress and/or changes to goals?</p>	<ul style="list-style-type: none"><li>• Combining Goal 3 and 4 of current LCAP into one goal</li><li>• Will continue to provide service to families through Americorps and Family Resource Center. However, these actions/services have been moved to Goal 1 in 2015-16 LCAP as the actions and services directly support the Goal 1.</li><li>• Adding additional actions/services under Goal 3 in 2015-16 LCAP to extend efforts to further engage EL families. These actions align with Title III Improvement Plan.</li><li>• Continuing to investigate alternatives to engage more parents, as listed as a new action in 2015-16 LCAP, Goal 3.</li><li>• CJUSD 2012-13 drop-out rate mistyped in original LCAP. Actual rate is 8.4%</li><li>• Held 2 meetings with CHS and WCR Admin, Athletic Directors and Activity Directors. Recommendations made, such as providing activity buses. Current funding does not support recommendations</li><li>• Continuing to address need for student support services at Center HS as addressed in Goal 1 of the 2015-16 LCAP</li></ul>
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Original GOAL from prior year LCAP:	GOAL 4: Center JUSD families will be engaged and informed regarding their student's educational experience		Related State and/or Local Priorities: 1__ 2__ 3_X 4__ 5__ 6__ 7__ 8__ COE only: 9__ 10__ Local : Specify _____	
Goal Applies to:	Schools: ALL	Applicable Pupil Subgroups: ALL		
Expected Annual Measurable Outcomes:	Form committee and seek parental/family input to identify barriers to parental involvement to identify a measurement to demonstrate evidence of parental participation and identified strategies to reach families.		Actual Annual Measurable Outcomes:	Committee was formed, parents surveyed. New strategies to be developed and implemented.
<b>LCAP Year: 2014-15</b>				
Planned Actions/Services		Actual Actions/Services		
	Budgeted Expenditures		Estimated Actual Annual Expenditures	
Establish parent education outreach relating to school topics.  Survey and meet with parents to identify barriers to parental involvement and recommend remedies	N/A	Using input from surveys and committee meetings, identified barriers. Parents recommended a combination of email and phone calls. District and site increased outreach through social media	N/A	
Scope of service:	LEA	Scope of service:	LEA	
<u>X</u> ALL		<u>X</u> ALL		
OR: __ Low Income pupils __ English Learners __ Foster Youth __ Redesignated fluent English proficient __ Other Subgroups:(Specify)_____		OR: __ Low Income pupils __ English Learners __ Foster Youth __ Redesignated fluent English proficient __ Other Subgroups:(Specify)_____		



Utilize new ways to communicate opportunities that will increase participation in school activities and in supporting roles. Increase use of email, social media, phone calls, websites and written forms of communication with parents and families. Explore new communication technologies		LCFF Resource 0000 Object 5800 Object 5900 \$12,000	Changed district newsletter, increased social media outreach at district and site level  Vertical outreach increased between all schools with in person meetings and notification systems	LCFF Resource 0000 Object 5800 Object 5900 \$12,000
Scope of service:	LEA		Scope of service:	LEA
<input checked="" type="checkbox"/> ALL			<input checked="" type="checkbox"/> ALL	
OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____			OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	
Explore need for increasing student support services at Center High through a position to serve as liason to monitor and support at risk students	N/A		Did not complete action as planned. Will continue to explore need in 2015-16.	N/A
Scope of service: 9-12			Scope of service: 9-12	
<input type="checkbox"/> ALL  OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____			<input type="checkbox"/> ALL  OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	

Family Resource Center will provide clothing and school supplies, consultation resources, referral services, mental health counseling services and coordinate appropriate additional services through Americorp, United Way and the \$en\$ibility Program	<p>LCFF</p> <p>Resource 0000 Object 5800 \$12,500</p> <p>Resource 5630 Object 1200 Object 3xxx \$16,750</p> <p>Supplemental/ Concentration Resource 0740 Object 5800 \$12,500</p>	<p>The Family Resource Center provide students with the following: Backpacks for 106 students Clothing for 103 students School supplies for 124 students Referral for food for 9 students Referral for housing for 17 students Shoes for 39 students Out of district transportation for 20 homeless students</p> <p>Counseling: 72 students School based mentoring: 56, K-3 students McKinney Tutoring: 23 homeless students Consultation advocacy for 217 students</p> <p>Small group social skills instruction: 99 1<sup>st</sup>-5<sup>th</sup> students Whole class social skills instruction: 1295 students Bullying Prevention whole school: 638 Bullying Prevention intensive: 500</p>	<p>Resource0000 Obj 5800 \$12,763</p> <p>Resource5630 Obj 1200 \$13,590 Obj 3xxx \$1,616</p> <p>Supplemental/ Concentration Resource 0740 Obj 5800 \$12,763</p>
Scope of service: LEA		Scope of service: LEA	
<p><input type="checkbox"/> ALL</p> <p>OR:</p> <p><input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners  <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:(Specify)_____</p>		<p><input type="checkbox"/> ALL</p> <p>OR:</p> <p><input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners  <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:(Specify)_____</p>	

What changes in actions, services, and expenditures will be made as a result of reviewing past progress and/or changes to goals?

- Combining Goal 3 and 4 of current LCAP into one goal
- Will continue to provide service to families through Americorps and Family Resource Center. However, these actions/services have been moved to Goal 1 in 2015-16 LCAP as the actions and services directly support the Goal 1.
- Continuing to address need for student support services at Center HS as addressed in Goal 1 of the 2015-16 LCAP.

- |  |   |
|--|---|
|  | <ul style="list-style-type: none"> <li>Achieved our goal to utilize new ways to communicate with families.</li> </ul> |
|--|---|

**Complete a copy of this table for each of the LEA's goals in the prior year LCAP. Duplicate and expand the fields as necessary.**

**Section 3: Use of Supplemental and Concentration Grant funds and Proportionality**

- A. In the box below, identify the amount of funds in the LCAP year calculated on the basis of the number and concentration of low income, foster youth, and English learner pupils as determined pursuant to 5 CCR 15496(a)(5).

Describe how the LEA is expending these funds in the LCAP year. Include a description of, and justification for, the use of any funds in a districtwide, schoolwide, countywide, or charterwide manner as specified in 5 CCR 15496.

For school districts with below 55 percent of enrollment of unduplicated pupils in the district or below 40 percent of enrollment of unduplicated pupils at a schoolsite in the LCAP year, when using supplemental and concentration funds in a districtwide or schoolwide manner, the school district must additionally describe how the services provided are the most effective use of funds to meet the district's goals for unduplicated pupils in the state and any local priority areas. (See 5 CCR 15496(b) for guidance.)

Total amount of Supplemental and Concentration grant funds calculated:	\$ 3,314,978
<p>We believe the actions and services outlined in our Local Control Accountability Plan are good for unduplicated students because such actions and services meet individual student needs while meeting the needs identified for our district.</p> <ul style="list-style-type: none"> <li>Support classes at Center High School  <u>Justification:</u> Research documents that teachers can create engaging environments through personal care, maintaining positive social environments, and creating academic tasks that are authentic, collaborative and give students choices where they can experience some control over their learning. Fredricks and McColskey (2012; Perry, Turner and Meyer, 2006)</li> <li>Before school intervention at Oak Hill Elementary  <u>Justification:</u> Intervene Early. Reteaching through before and after school tutorials, focused on particular standards, has led to improved learning outcomes as measured on state assessments. See Deborah Brennanin "Improving Schools: What Works? In <u>Educational Leadership</u> February 2015</li> </ul>	

- GATE programs at 4 elementary schools and 1 middle school  
*Justification:* Gifted programs provide specific curricula aimed at challenging students at the appropriate level. See research on positive outcomes by Kulik, J. & Kulik, C.L. (1992) available at [www.gifted.uconn.edu/nrcqt/rbdrm9201.pdf](http://www.gifted.uconn.edu/nrcqt/rbdrm9201.pdf) and Goldring, E., (1990) "Classroom Organizational Frameworks for Gifted Education"
- Increase AP offerings  
*Justification:* Gifted and high ability children show positive academic effects from either acceleration or classes specifically designed for them with specially trained teachers. Meta-analysis of research studies on grouping available in March 1991 issue of Educational Leadership @ ASCD.org
- Increase participating and completion of a-g requirements  
*Justification:* Gifted and high ability children show positive academic effects from either acceleration or classes specifically designed for them with specially trained teachers. Meta-analysis of research studies on grouping available in March 1991 issue of Educational Leadership @ ASCD.org
- Funds will be used for subs to allow teachers to pilot and collaborate on ELA Common Core curriculum option for adoption  
*Justification:* The implementation of CCSS makes building teacher capacity, through professional learning and professional networks imperative. See Darling-Hammond, L. (2005) Professional Development Schools: Schools for Developing a Profession
- Provide Common Core State Standards professional development for classified instructional support staff  
*Justification:* Instructional Specialists can help teachers develop this new subject matter pedagogical knowledge and proactive without re-inventing the wheel, particularly when teacher professional communities are part of practice and not an "add-on" to teacher responsibilities. See Darling-Hammond, L. (2005) Professional Development Schools: Schools for Developing a Profession
- Reduce combination classes at elementary level  
*Justification:* "Student engagement cannot be separated from the environment", report Fredricks and McColskey (2012)
- Implement new programs relative to College & Career that feed into and support programs at Center High  
*Justification:* "A college and career ready student possesses the content knowledge, strategies, skills and techniques necessary to be successful in a post secondary setting" *Getting Ready for College, Careers and Common Core: What Every Educator Should Know*, David Conley, 2013.

B. In the box below, identify the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all pupils in the LCAP year as calculated pursuant to 5 CCR 15496(a).

Consistent with the requirements of 5 CCR 15496, demonstrate how the services provided in the LCAP year for low income pupils, foster youth, and English learners provide for increased or improved services for these pupils in proportion to the increase in funding provided for such pupils in that year as calculated pursuant to 5 CCR 15496(a)(7). An LEA shall describe how the proportionality percentage is met using a quantitative and/or qualitative description of the increased and/or improved services for unduplicated pupils as compared to the services provided to all pupils.

10.35	%
<p>The minimum proportionality percentage increase for targeted students is calculated using the Fiscal Crisis &amp; Management Assistant Team (FCMAT) calculator. Each year's calculation for the supplemental/concentration dollars at full funding is divided by the calculated base funding for the minimum proportionality percentage.</p> <p>LCAP Supplemental/Concentration funds will provide academic support, intervention, mentoring, tutoring and counseling for English Learners, low-income students and foster youth.</p> <p>Supplemental/Concentration dollars will fund additional certificated support at the high school through a Long-Term EL Support Class. The teacher will have an extra prep period at Center High to track, monitor, support EL students, long term EL students and monitor R-Fep students. To support the transition from middle to high, a summer school course will be offered to incoming 9<sup>th</sup> grade EL students.</p> <p>Supplemental/Concentration dollars will fund a middle school EL Tutorial Class at WCR Middle School and a Long Term EL Support Class at WCR Middle</p> <p>At the elementary level, academic support and intervention is provided through a push-on and pull-out model and morning or after school intervention. Bilingual Assistants are housed on elementary sites and at Riles Middle School and Center High School. A Long-Term EL Case Manager will be assigned to each elementary site to provide targeted intervention to the long-term EL learners.</p> <p>Family Resource Center will provide clothing, school supplies, consultation services, mental health counseling and coordinate additional services utilizing outside resources to low income students and foster youth.</p> <p>District and school sites will reach out to and engage more parents and families of targeted student groups to increase involvement and address issues of attendance</p>	

## LOCAL CONTROL AND ACCOUNTABILITY PLAN AND ANNUAL UPDATE APPENDIX

For the purposes of completing the LCAP in reference to the state priorities under Education Code sections 52060 and 52066, the following shall apply:

(a) "Chronic absenteeism rate" shall be calculated as follows:

- (1) The number of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30) who are chronically absent where "chronic absentee" means a pupil who is absent 10 percent or more of the schooldays in the school year when the total number of days a pupil is absent is divided by the total number of days the pupil is enrolled and school was actually taught in the total number of days the pupil is enrolled and school was actually taught in the regular day schools of the district, exclusive of Saturdays and Sundays.
- (2) The unduplicated count of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30).
- (3) Divide (1) by (2).

(b) "Middle School dropout rate" shall be calculated as set forth in California Code of Regulations, title 5, section 1039.1.

(c) "High school dropout rate" shall be calculated as follows:

- (1) The number of cohort members who dropout by the end of year 4 in the cohort where "cohort" is defined as the number of first-time grade 9 pupils in year 1 (starting cohort) plus pupils who transfer in, minus pupils who transfer out, emigrate, or die during school years 1, 2, 3, and 4.
- (2) The total number of cohort members.
- (3) Divide (1) by (2).

(d) "High school graduation rate" shall be calculated as follows:

(1) The number of cohort members who earned a regular high school diploma [or earned an adult education high school diploma or passed the California High School Proficiency Exam] by the end of year 4 in the cohort where "cohort" is defined as the number of first-time grade 9 pupils in year 1 (starting cohort) plus pupils who transfer in, minus pupils who transfer out, emigrate, or die during school years 1, 2, 3, and 4.

(2) The total number of cohort members.

(3) Divide (1) by (2).

(e) "Suspension rate" shall be calculated as follows:

(1) The unduplicated count of pupils involved in one or more incidents for which the pupil was suspended during the academic year (July 1 – June 30).

(2) The unduplicated count of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30).

(3) Divide (1) by (2).

(f) "Expulsion rate" shall be calculated as follows:

(1) The unduplicated count of pupils involved in one or more incidents for which the pupil was expelled during the academic year (July 1 – June 30).

(2) The unduplicated count of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30).

(3) Divide (1) by (2).

**BOARD APPROVED 08/19/2015**

**01-13-15 [California Department of Education]**



## Center Joint Unified School District

**AGENDA REQUEST FOR:**

**Dept/Site:** Business Department

**Date:** 08/19/15

**Action Item**   X  

**To:** Board of Trustees

**Information Item**

**From:** Jeanne Bess   
Director of Fiscal Services

**# Attached Page**

**SUBJECT:** Resolution #1/2015-16  
Contract Agreement For  
California Employers' Retiree Benefit Trust Program  
("CERBT")

Effective January 1, 2009, California law requires public employers to prepare and publicly disclose an actuarial cost analysis for Other Post Employment Benefits (OPEB) and disclose the future cost of OPEB in the District's financial statement. The net liability can be offset with the contribution of funds into a Trust to pay the future liability.

The resolution presented authorizes the District to join the California Employers' Retiree Benefit Trust Program ("CERBT").

**RECOMMENDATION:** To approve the contract agreement as presented.

Resolution #1/2015-16  
**CALIFORNIA EMPLOYERS' RETIREE BENEFIT TRUST PROGRAM ("CERBT")**

**AGREEMENT AND ELECTION  
OF  
CENTER JOINT UNIFIED SCHOOL DISTRICT**

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(NAME OF EMPLOYER)

**TO PREFUND OTHER POST EMPLOYMENT  
BENEFITS THROUGH CalPERS**

WHEREAS (1) Government Code Section 22940 establishes in the State Treasury the Annuitants' Health Care Coverage Fund for the prefunding of health care coverage for annuitants (Prefunding Plan); and

WHEREAS (2) The California Public Employees' Retirement System (CalPERS) Board of Administration (Board) has sole and exclusive control and power over the administration and investment of the Prefunding Plan (sometimes also referred to as CERBT), the purposes of which include, but are not limited to (i) receiving contributions from participating employers and establishing separate Employer Prefunding Accounts in the Prefunding Plan for the performance of an essential governmental function (ii) investing contributed amounts and income thereon, if any, in order to receive yield on the funds and (iii) disbursing contributed amounts and income thereon, if any, to pay for costs of administration of the Prefunding Plan and to pay for health care costs or other post employment benefits in accordance with the terms of participating employers' plans; and

WHEREAS (3) CENTER JOINT UNIFIED SCHOOL DISTRICT  
(NAME OF EMPLOYER)

(Employer) desires to participate in the Prefunding Plan upon the terms and conditions set by the Board and as set forth herein; and

WHEREAS (4) Employer may participate in the Prefunding Plan upon (i) approval by the Board and (ii) filing a duly adopted and executed Agreement and Election to Prefund Other Post Employment Benefits (Agreement) as provided in the terms and conditions of the Agreement; and

WHEREAS (5) The Prefunding Plan is a trust fund that is intended to perform an essential governmental function within the meaning of Section 115 of the Internal Revenue Code as an agent multiple-employer plan as defined in Governmental Accounting Standards Board (GASB) Statement No. 43 consisting of an aggregation of single-employer plans, with pooled administrative and investment functions;

NOW, THEREFORE, BE IT RESOLVED THAT EMPLOYER HEREBY MAKES THE FOLLOWING REPRESENTATION AND WARRANTY AND THAT THE BOARD AND EMPLOYER AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

**A. Representation and Warranty**

Employer represents and warrants that it is a political subdivision of the State of California or an entity whose income is excluded from gross income under Section 115 (1) of the Internal Revenue Code.

**B. Adoption and Approval of the Agreement; Effective Date; Amendment**

(1) Employer's governing body shall elect to participate in the Prefunding Plan by adopting this Agreement and filing with the CalPERS Board a true and correct original or certified copy of this Agreement as follows:

Filing by mail, send to:        CalPERS  
   Affiliate Program Services Division  
   CERBT (OPEB)  
   P.O. Box 1494  
   Sacramento, CA 95812-1494

Filing in person, deliver to:       CalPERS Mailroom  
   Affiliate Program Services Division  
   CERBT (OPEB)  
   400 Q Street  
   Sacramento, CA 95811

(2) Upon receipt of the executed Agreement, and after approval by the Board, the Board shall fix an effective date and shall promptly notify Employer of the effective date of the Agreement.

(3) The terms of this Agreement may be amended only in writing upon the agreement of both CalPERS and Employer, except as otherwise provided herein. Any such amendment or modification to this Agreement shall be adopted and executed in the same manner as required for the Agreement. Upon receipt of the executed amendment or modification, the Board shall fix the effective date of the amendment or modification.

(4) The Board shall institute such procedures and processes as it deems necessary to administer the Prefunding Plan, to carry out the purposes of this Agreement, and to maintain the tax exempt status of the Prefunding Plan. Employer agrees to follow such procedures and processes.

### **C. Other Post Employment Benefits (OPEB) Cost Reports and Employer Contributions**

**(1) Employer shall provide to the Board an OPEB cost report on the basis of the actuarial assumptions and methods prescribed by the Board. Such report shall be for the Board's use in financial reporting, and shall be prepared at least as often as the minimum frequency required by GASB 43. This OPEB cost report may be prepared as an actuarial valuation report or, if the employer is qualified under GASB 45 and 57, may be prepared as an Alternative Measurement Method (AMM) report.**

- (a) Unless qualified under GASB 45 and 57 to provide an AMM report, Employer shall provide to the Board an actuarial valuation report. Such report shall be for the Board's use in financial reporting, and shall be prepared at least as often as the minimum frequency required by GASB 43 and 57, and shall be:**
  - 1) prepared and signed by a Fellow or Associate of the Society of Actuaries who is also a Member of the American Academy of Actuaries or a person with equivalent qualifications acceptable to the Board;**
  - 2) prepared in accordance with generally accepted actuarial practice and GASB 43, 45 and 57; and,**
  - 3) provided to the Board prior to the Board's acceptance of contributions for the valuation period or as otherwise required by the Board.**
- (b) If qualified under GASB 45 and 57, Employer may provide to the Board an AMM report. Such report shall be for the Board's use in financial reporting, shall be prepared at least as often as the minimum frequency required by GASB 43 and 57, and shall be:**
  - 1) affirmed by Employer's external auditor, or by a Fellow or Associate of the Society of Actuaries who is also a Member of the American Academy of Actuaries or a person with equivalent qualifications acceptable to the Board, to be consistent with the AMM process described in GASB 45;**
  - 2) prepared in accordance with GASB 43, 45, and 57; and,**
  - 3) provided to the Board prior to the Board's acceptance of contributions for the valuation period or as otherwise required by the Board.**

**(2) The Board may reject any OPEB cost report submitted to it, but shall not unreasonably do so. In the event that the Board determines, in its sole discretion, that the OPEB cost report is not suitable for use in the Board's financial statements or if Employer fails to provide a required OPEB cost report, the Board may obtain, at**

Employer's expense, an OPEB cost report that meets the Board's financial reporting needs. The Board may recover from Employer the cost of obtaining such OPEB cost report by billing and collecting from Employer or by deducting the amount from Employer's account in the Prefunding Plan.

(3) Employer shall notify the Board of the amount and time of contributions which contributions shall be made in the manner established by the Board.

(4) Employer contributions to the Prefunding Plan may be limited to the amount necessary to fully fund Employer's actuarial present value of total projected benefits, as supported by the OPEB cost report acceptable to the Board. As used throughout this document, the meaning of the term "actuarial present value of total projected benefits" is as defined in GASB Statement No. 45. If Employer's contribution causes its assets in the Prefunding Plan to exceed the amount required to fully fund the actuarial present value of total projected benefits, the Board may refuse to accept the contribution.

(5) No contributions are required. If an employer elects to contribute then the contribution amount should not be less than \$5000 or the employer's annual required contribution (ARC), whichever amount is lower. Contributions can be made at any time following the seventh day after the effective date of the Agreement provided that Employer has first complied with the requirements of Paragraph C.

#### **D. Administration of Accounts, Investments, Allocation of Income**

(1) The Board has established the Prefunding Plan as an agent plan consisting of an aggregation of single-employer plans, with pooled administrative and investment functions, under the terms of which separate accounts will be maintained for each employer so that Employer's assets will provide benefits only under employer's plan.

(2) All Employer contributions and assets attributable to Employer contributions shall be separately accounted for in the Prefunding Plan (Employer's Prefunding Account).

(3) Employer's Prefunding Account assets may be aggregated with prefunding account assets of other employers and may be co-invested by the Board in any asset classes appropriate for a Section 115 Trust.

(4) The Board may deduct the costs of administration of the Prefunding Plan from the investment income or Employer's Prefunding Account in a manner determined by the Board.

(5) Investment income shall be allocated among employers and posted to Employer's Prefunding Account as determined by the Board but no less frequently than annually.

(6) If Employer's assets in the Prefunding Plan exceed the amount required to fully fund the actuarial present value of total projected benefits, the Board, in compliance with applicable accounting and legal requirements, may return such excess to Employer.

#### **E. Reports and Statements**

- (1) Employer shall submit with each contribution a contribution report in the form and containing the information prescribed by the Board.**
- (2) The Board shall prepare and provide a statement of Employer's Prefunding Account at least annually reflecting the balance in Employer's Prefunding Account, contributions made during the period and income allocated during the period, and such other information as the Board determines.**

#### **F. Disbursements**

- (1) Employer may receive disbursements not to exceed the annual premium and other costs of post employment healthcare benefits and other post employment benefits as defined in GASB 43.**
- (2) Employer shall notify CalPERS in writing in the manner specified by CalPERS of the persons authorized to request disbursements from the Prefunding Plan on behalf of Employer.**
- (3) Employer's request for disbursement shall be in writing signed by Employer's authorized representative, in accordance with procedures established by the Board. The Board may require that Employer certify or otherwise establish that the monies will be used for the purposes of the Prefunding Plan.**
- (4) Requests for disbursements that satisfy the requirements of paragraphs (2) and (3) will be processed monthly.**
- (5) CalPERS shall not be liable for amounts disbursed in error if it has acted upon the written instruction of an individual authorized by Employer to request disbursements. In the event of any other erroneous disbursement, the extent of CalPERS' liability shall be the actual dollar amount of the disbursement, plus interest at the actual earnings rate but not less than zero.**
- (6) No disbursement shall be made from the Prefunding Plan which exceeds the balance in Employer's Prefunding Account.**

#### **G. Costs of Administration**

**Employer shall pay its share of the costs of administration of the Prefunding Plan, as determined by the Board.**

#### **H. Termination of Employer Participation in Prefunding Plan**

- (1) The Board may terminate Employer's participation in the Prefunding Plan if:**

- (a) Employer gives written notice to the Board of its election to terminate;
- (b) The Board finds that Employer fails to satisfy the terms and conditions of this Agreement or of the Board's rules or regulations.

(2) If Employer's participation in the Prefunding Plan terminates for any of the foregoing reasons, all assets in Employer's Prefunding Account shall remain in the Prefunding Plan, except as otherwise provided below, and shall continue to be invested and accrue income as provided in Paragraph D.

(3) After Employer's participation in the Prefunding Plan terminates, Employer may not make contributions to the Prefunding Plan.

(4) After Employer's participation in the Prefunding Plan terminates, disbursements from Employer's Prefunding Account may continue upon Employer's instruction or otherwise in accordance with the terms of this Agreement.

(5) After the Employer's participation in the Prefunding Plan terminates, the governing body of the Employer may request either:

- (a) A trustee to trustee transfer of the assets in Employer's Prefunding Account; provided that the Board shall have no obligation to make such transfer unless the Board determines that the transfer will satisfy applicable requirements of the Internal Revenue Code, other law and accounting standards, and the Board's fiduciary duties. If the Board determines that the transfer will satisfy these requirements, the Board shall then have one hundred fifty (150) days from the date of such determination to effect the transfer. The amount to be transferred shall be the amount in the Employer's Prefunding Account as of the date of the transfer (the "transfer date") and shall include investment earnings up to an investment earnings allocation date preceding the transfer date. In no event shall the investment earnings allocation date precede the transfer date by more than 150 days.
- (b) A disbursement of the assets in Employer's Prefunding Account; provided that the Board shall have no obligation to make such disbursement unless the Board determines that, in compliance with the Internal Revenue Code, other law and accounting standards, and the Board's fiduciary duties, all of Employer's obligations for payment of post-employment health care benefits and other post-employment benefits and reasonable administrative costs of the Board have been satisfied. If the Board determines that the disbursement will satisfy these requirements, the Board shall then have one hundred fifty (150) days from the date of such determination to effect the disbursement. The amount to be disbursed shall be the amount in the Employer's Prefunding Account as of the date of the disbursement (the "disbursement date") and shall include investment earnings up to an investment earnings allocation date

preceding the disbursement date. In no event shall the investment earnings allocation date precede the disbursement date by more than 150 days.

(6) After Employer's participation in the Prefunding Plan terminates and at such time that no assets remain in Employer's Prefunding Account, this Agreement shall terminate.

(7) If, for any reason, the Board terminates the Prefunding Plan, the assets in Employer's Prefunding Account shall be paid to Employer after retention of (i) amounts sufficient to pay post employment health care benefits and other post employment benefits to annuitants for current and future annuitants described by the employer's current substantive plan (as defined in GASB 43), and (ii) amounts sufficient to pay reasonable administrative costs of the Board.

(8) If Employer ceases to exist but Employer's Prefunding Plan continues to exist and if no provision has been made by Employer for ongoing payments to pay post employment health care benefits and other post employment benefits to annuitants for current and future annuitants, the Board is authorized to and shall appoint a third party administrator to carry out Employer's Prefunding Plan. Any and all costs associated with such appointment shall be paid from the assets attributable to contributions by Employer.

(9) If Employer should breach the representation and warranty set forth in Paragraph A., the Board shall take whatever action it deems necessary to preserve the tax-exempt status of the Prefunding Plan.

#### **I. General Provisions**

##### **(1) Books and Records.**

Employer shall keep accurate books and records connected with the performance of this Agreement. Employer shall ensure that books and records of subcontractors, suppliers, and other providers shall also be accurately maintained. Such books and records shall be kept in a secure location at the Employer's office(s) and shall be available for inspection and copying by CalPERS and its representatives.

##### **(2) Audit.**

(a) During and for three years after the term of this Agreement, Employer shall permit the Bureau of State Audits, CalPERS, and its authorized representatives, and such consultants and specialists as needed, at all reasonable times during normal business hours to inspect and copy, at the expense of CalPERS, books and records of Employer relating to its performance of this Agreement.

(b) Employer shall be subject to examination and audit by the Bureau of State Audits, CalPERS, and its authorized representatives, and such



consultants and specialists as needed, during the term of this Agreement and for three years after final payment under this Agreement. Any examination or audit shall be confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering this Agreement. Employer shall cooperate fully with the Bureau of State Audits, CalPERS, and its authorized representatives, and such consultants and specialists as needed, in connection with any examination or audit. All adjustments, payments, and/or reimbursements determined to be necessary by any examination or audit shall be made promptly by the appropriate party.

**(3) Notice.**

**(a)** Any notice, approval, or other communication required or permitted under this Agreement will be given in the English language and will be deemed received as follows:

- 1. Personal delivery.** When personally delivered to the recipient. Notice is effective on delivery.
- 2. First Class Mail.** When mailed first class to the last address of the recipient known to the party giving notice. Notice is effective three delivery days after deposit in a United States Postal Service office or mailbox.
- 3. Certified mail.** When mailed certified mail, return receipt requested. Notice is effective on receipt, if delivery is confirmed by a return receipt.
- 4. Overnight Delivery.** When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, Notice is effective on delivery, if delivery is confirmed by the delivery service.
- 5. Telex or Facsimile Transmission.** When sent by telex or fax to the last telex or fax number of the recipient known to the party giving notice. Notice is effective on receipt, provided that (i) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (ii) the receiving party delivers a written confirmation of receipt. Any notice given by telex or fax shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a nonbusiness day.
- 6. E-mail transmission.** When sent by e-mail using software that provides unmodifiable proof (i) that the message was sent, (ii) that the message was delivered to the recipient's information processing system, and (iii) of the time and date the message was delivered to

the recipient along with a verifiable electronic record of the exact content of the message sent.

Addresses for the purpose of giving notice are as shown in Paragraph B.(1) of this Agreement.

- (b) Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- (c) Any party may change its address, telex, fax number, or e-mail address by giving the other party notice of the change in any manner permitted by this Agreement.
- (d) All notices, requests, demands, amendments, modifications or other communications under this Agreement shall be in writing. Notice shall be sufficient for all such purposes if personally delivered, sent by first class, registered or certified mail, return receipt requested, delivery by courier with receipt of delivery, facsimile transmission with written confirmation of receipt by recipient, or e-mail delivery with verifiable and unmodifiable proof of content and time and date of sending by sender and delivery to recipient. Notice is effective on confirmed receipt by recipient or 3 business days after sending, whichever is sooner.

#### **(4) Modification**

This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by the party to be charged.

#### **(5) Survival**

All representations, warranties, and covenants contained in this Agreement, or in any instrument, certificate, exhibit, or other writing intended by the parties to be a part of their Agreement shall survive the termination of this Agreement until such time as all amounts in Employer's Prefunding Account have been disbursed.

#### **(6) Waiver**

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

(7) Necessary Acts, Further Assurances

The parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

A majority vote of Employer's Governing Body at a public meeting held on the 19TH day of the month of AUGUST in the year 2015, authorized entering into this Agreement.

Signature of the Presiding Officer: \_\_\_\_\_

Printed Name of the Presiding Officer: KELLY KELLEY

Name of Governing Body: BOARD OF TRUSTEES

Name of Employer: CENTER JOINT UNIFIED SCHOOL DISTRICT

Date: August 19, 2015

BOARD OF ADMINISTRATION  
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY \_\_\_\_\_  
JOHN SWEDENSKY  
AFFILIATE PROGRAM SERVICES DIVISION  
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

To be completed by CalPERS

The effective date of this Agreement is: \_\_\_\_\_



## CERTIFICATION OF OPEB FUNDING POLICY & GASB 43/45 REPORTING COMPLIANCE

### SECTION I: Asset Allocation Strategy Selection

As the employer, I certify that my agency chooses the following asset allocation strategy

Select one Asset Allocation Strategy

<u>Asset Allocation Strategy</u>	<u>Long-Term Expected Rate of Return</u>
<input checked="" type="checkbox"/> Strategy 1	7.28%
<input type="checkbox"/> Strategy 2	6.73%
<input type="checkbox"/> Strategy 3	6.12%

### SECTION II: ARC Funding

As the employer, I certify that our funding policy is to contribute consistently an amount that is equal to (select one):

Full ARC Funding:

- ☐ 100 % of the ARC as determined in our OPEB valuation (or AMM) dated \_\_\_\_\_, 20\_\_\_\_, which used an actuarial Discount Rate of \_\_\_\_\_%

Partial ARC Funding:

- ☐ \_\_\_\_\_% of the ARC as determined in our OPEB valuation (or AMM if it applies) dated \_\_\_\_\_, 20\_\_\_\_ which used a blended actuarial Discount Rate of \_\_\_\_\_%
- ☒ We will contribute to the trust using an approach not directly related to the ARC (please describe your funding approach and how it relates to the discount rate assumption in your OPEB valuation (or AMM) dated July 1\_\_\_\_, 2015 which used a blended actuarial Discount Rate of \_\_\_\_\_%

## CERTIFICATION OF OPEB FUNDING POLICY & GASB 43/45 REPORTING COMPLIANCE

### SECTION III: ARC Contribution Method

We plan to contribute toward the ARC in the following manner (select one):

- ☐ Contribute our full ARC payments to the trust and seek reimbursements for Pay-go costs
- ☐ Contribute our ARC payments to the trust net of Pay-go costs and not seek reimbursements (ARC minus Pay-go = Trust Contribution)
- ☒ Other (Please describe):

The District will continue the pay-as-you-go plus an annual fixed dollar amount to the trust that will be determined at budget adoption.

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### SECTION IV: Years of ARC Coverage

This OPEB valuation provides ARC amounts for the following periods:

*(ARC dates should correspond with Item No. 10.0 in Summary of Actuarial Information)*

First Year:            From \_\_\_\_\_, 20\_\_\_\_ through \_\_\_\_\_, 20\_\_\_\_.

Second Year:        From \_\_\_\_\_, 20\_\_\_\_ through \_\_\_\_\_, 20\_\_\_\_.

## **CERTIFICATION OF OPEB FUNDING POLICY & GASB 43/45 REPORTING COMPLIANCE**

We understand that we must obtain an actuarial valuation (or AMM if applicable) on at least a biennial basis.

We understand that we will be asked to provide accounting information to CalPERS as required in order to facilitate CalPERS compliance with GASB 43, 45 and 57 reporting requirements and we agree to make any information requested available to CalPERS on a timely basis.

We understand that CalPERS will provide us with our Statement of Plan Net Assets and our Statement of Changes in Plan Net Assets, which can be used to prepare our GASB 45 reporting. CalPERS will report aggregated GASB 43 information pertaining to the Funded Status and Funding Progress.

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Date of OPEB Valuation (or AMM if it applies)

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Name of Employer

---

Printed Name and Title of Person Signing the Form

---

Signature

Date

---

Designated Employer Contact Name for GASB Reporting

---

Phone #

Email Address

# **CERTIFICATION OF OPEB FUNDING POLICY & GASB 43/45 REPORTING COMPLIANCE**

**Instructions to complete the form**

## **SECTION I: Asset allocation Strategy and Discount Rate Selection**

Check the box next to the Asset Allocation Strategy on which you have based your OPEB actuarial valuation or Alternative Measurement Method (AMM) cost report. Each strategy has a different assumed Long Term Expected Rate of Return and risk profile. Your CERBT assets will be invested using the Asset Allocation Strategy indicated here.

*The choices you check off on this form should match those used by your actuary in the OPEB valuation.*

## **SECTION II: ARC Funding**

- If you are fully funding, check the first box indicating the 100% funding, the applicable Discount Rate, and the valuation date.
- If you are funding at less than 100%, check the second box to indicate the percentage of funding [trust contributions plus paygo (and Implicit Rate Subsidy if applicable) divided by ARC], the valuation date, and the Discount Rate.
- If you are funding at less than 100% and your contributions are not tied specifically to the ARC, then indicate how you expect to contribute. For example, if you intend to make unreimbursed pay-go payments plus a fixed dollar amount to the trust, then describe this in the space provided.

## **SECTION III: ARC Contribution Method**

Here we ask you to indicate how you expect to make contributions to the trust: Full ARC with reimbursements, ARC net of paygo, or something else (please describe).

## **SECTION IV: Years of ARC Coverage**

Generally, your OPEB valuation will provide two years of ARC coverage. Please identify the specific periods to which the ARC applies.

# **CERTIFICATION OF OPEB FUNDING POLICY & GASB 43/45 REPORTING COMPLIANCE**

**Instructions to complete the form**

## **SECTION I: Asset allocation Strategy and Discount Rate Selection**

Check the box next to the Asset Allocation Strategy on which you have based your OPEB actuarial valuation or Alternative Measurement Method (AMM) cost report. Each strategy has a different assumed Long Term Expected Rate of Return and risk profile. Your CERBT assets will be invested using the Asset Allocation Strategy indicated here.

***The choices you check off on this form should match those used by your actuary in the OPEB valuation.***

## **SECTION II: ARC Funding**

- If you are fully funding, check the first box indicating the 100% funding, the applicable Discount Rate, and the valuation date.
- If you are funding at less than 100%, check the second box to indicate the percentage of funding [trust contributions plus paygo (and Implicit Rate Subsidy if applicable) divided by ARC], the valuation date, and the Discount Rate.
- If you are funding at less than 100% and your contributions are not tied specifically to the ARC, then indicate how you expect to contribute. For example, if you intend to make unreimbursed pay-go payments plus a fixed dollar amount to the trust, then describe this in the space provided.

## **SECTION III: ARC Contribution Method**

Here we ask you to indicate how you expect to make contributions to the trust: Full ARC with reimbursements, ARC net of paygo, or something else (please describe).

## **SECTION IV: Years of ARC Coverage**

Generally, your OPEB valuation will provide two years of ARC coverage. Please identify the specific periods to which the ARC applies.



# California Employers' Retiree Benefit Trust (CERBT) CERBT Strategy 1



June 30, 2015

## Objective

The objective of the CERBT Strategy 1 portfolio is to seek returns that reflect the broad investment performance of the financial markets through capital appreciation and investment income. There is no guarantee that the portfolio will achieve its investment objective.

## Strategy

The CERBT Strategy 1 portfolio is invested in various asset classes in percentages approved by the CalPERS Board. The specific percentages of portfolio assets allocated to each asset class are shown under "Composition". Generally, equities are intended to help build the value of the employer's portfolio over the long term while bonds are intended to help provide income and stability of principal. Also, strategies invested in a higher percentage of equities seek higher investment returns (but assume more risk) compared with strategies invested in a higher percentage of bonds.

Compared with CERBT Strategy 2 and Strategy 3, this portfolio consists of a higher percentage of equities than bonds and other assets. Historically, equities have displayed greater price volatility and therefore this portfolio may experience greater fluctuation of value. Employers that seek higher investment returns, and are able to accept greater risk and tolerate more fluctuation in returns, may wish to consider this portfolio.

CalPERS Board may change the list of approved asset classes, in composition as well as targeted allocation percentages and ranges at any time.

## Assets Under Management

As of the specified reporting month-end, the aggregate total of assets under management for all CERBT Strategies was

**\$4,435,254,081.**

## Composition

### Asset Class Allocations and Benchmarks

The CERBT Strategy 1 portfolio consists of the following asset classes and corresponding benchmarks:

Asset Class	Target Allocation <sup>1</sup>	Target Range	Benchmark
Global Equity	57%	± 2%	MSCI All Country World Index IMI (net)
Fixed Income	27%	± 2%	Barclays Capital Long Liability Index
Treasury Inflation-Protected Securities ("TIPS")	5%	± 2%	Barclays Capital Global: US TIPS Index
Real Estate Investment Trusts ("REITs")	8%	± 2%	FTSE EPRA/NAREIT Developed Liquid Index (net)
Commodities	3%	± 2%	S&P GSCI Total Return Index

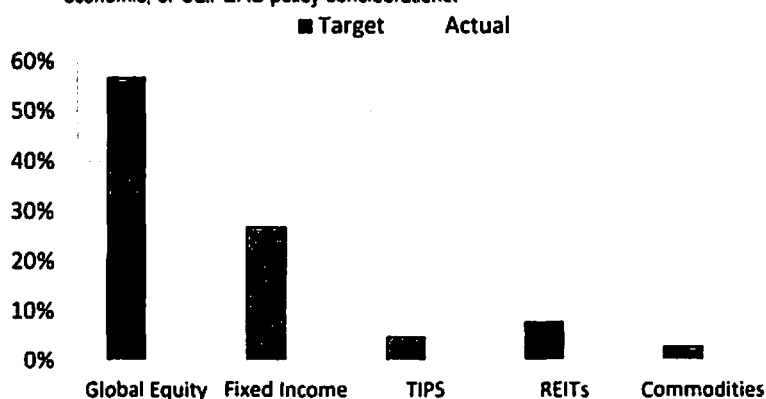
<sup>1</sup> Allocations approved by the Board at the October 2014 Investment Committee meeting

## Portfolio Benchmark

The CERBT Strategy 1 benchmark is a composite of underlying asset class market indices, each assigned the target weight for the asset class it represents.

## Target vs. Actual Asset Class Allocations

The following chart shows policy target allocations compared with actual asset allocations as of the specified reporting month-end. CalPERS may overweight or underweight an allocation to a particular asset class based on market, economic, or CalPERS policy considerations.



## CERBT Strategy 1 Performance as of June 30, 2015

	1 Month	3 Months	Fiscal YTD	1 Year	3 Years*	5 Years*	Since Inception* (June 1, 2007)
Returns before expenses <sup>1</sup>	-2.15%	-0.93%	-0.11%	-0.11%	9.79%	10.62%	4.19%
Benchmark returns	-2.23%	-1.07%	-0.57%	-0.57%	9.43%	10.46%	3.74%

\*Returns for periods greater than one year are annualized.

<sup>1</sup> See the Expense section of this document.



## General Information

### Information Accessibility

The CERBT Strategy 1 portfolio consists of assets managed internally by CalPERS and/or external advisors. Since it is not a mutual fund, a prospectus is not available nor is information available from a newspaper source. This summary is designed to provide descriptive information. CalPERS provides a quarterly statement of the employer's account and other information about the CERBT. For total market value, detailed asset allocation, investment policy and current performance information, including performance to the most recent month-end, please visit our website at: [www.calpers.ca.gov](http://www.calpers.ca.gov).

### Portfolio Manager Information

The CalPERS Investment Committee and Board of Administration directs the investment strategy and investments of the CERBT. Under that direction, CalPERS Investment staff manages fixed income, treasury inflation-protected securities and commodities assets; and State Street Global Advisors (SSgA) manages the global equity and real estate investment trust assets.

### Custodian and Record Keeper

State Street Bank serves as custodian for the CERBT. Northeast Retirement Services serves as record keeper.

### Expenses

CERBT is a self-funded trust in which participating employers pay for all administrative and investment expenses. Expenses reduce the gross investment return by the fee amount. The larger the fee, the greater the reduction of investment return. Currently, CERBT expenses are 0.10% which consist of administrative expenses borne by CalPERS to administer and oversee the Trust assets, investment management and administrative fees paid to SSgA to manage the global equity and real estate trust assets, and recordkeeping fees paid to Northeast Retirement Services to administer individual employer accounts. The expenses described herein are reflected in the net asset value per share. CERBT's actual expenses may differ from the amount currently being accrued due to factors such as changes in average fund assets or market conditions. The expense accrual rate may change without notice in order to reflect changes in average portfolio assets or in expense amounts. The CalPERS Board annually reviews the operating expenses and changes may be made as appropriate. Even if the portfolio loses money during a period, the fee is still charged.

## What Employers Own

Each employer choosing CERBT Strategy 1 owns a percentage of this portfolio, which invests in pooled asset classes managed by CalPERS and/or external advisors. Employers do not have direct ownership of the securities in the portfolio.

## Price

The value of the portfolio changes daily, based upon the market value of the underlying securities. Just as prices of individual securities fluctuate, the portfolio's value also changes with market conditions.

## Principal Risks of the Portfolio

The CalPERS CERBT Fund provides California government employers with a trust through which they may prefund retiree medical costs and other post-employment benefits. CERBT is not, however, a defined benefit plan. There is no guarantee that the portfolio will achieve its investment objectives nor provide sufficient funding to meet these employer obligations. Further, CalPERS will not make up the difference between actual health care premiums for payment of future benefits provided to retirees should CERBT assets not be sufficient to cover future obligations.

An investment in the portfolio is not a bank deposit, and it is not insured nor guaranteed by the Federal Deposit Insurance Corporation (FDIC), CalPERS, the State of California or any other government agency.

There are risks associated with investing, including possible loss of principal. The portfolio's risk depends in part on the portfolio's asset class allocations and the selection, weighting and risks of the underlying investments. For more information about investment risks, please see the document entitled "CERBT Principal Investment Risks" located at [www.calpers.ca.gov](http://www.calpers.ca.gov).

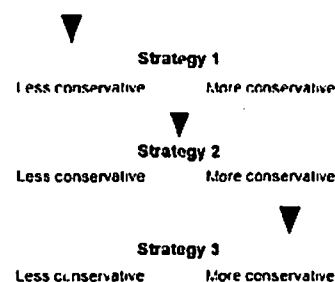
## Fund Performance

Performance data shown on page 1 represents past performance and is no guarantee of future results. The investment return and principal value of an investment will fluctuate so that an employer's units, when redeemed, may be worth more or less than their original cost. Current performance may be higher or lower than historical performance data shown. For current performance information, please visit [www.calpers.ca.gov](http://www.calpers.ca.gov) and follow the links to California Employer Retirees' Benefit Trust.

## CERBT Strategy Risk Levels

CalPERS offers employers the choice of one of three investment strategies. Risk levels among strategies vary, depending upon the target asset class allocations. Generally, equities carry more risk than fixed income securities.

Asset Class Target Allocations	Strategy 1	Strategy 2	Strategy 3
Global Equity	57%	40%	24%
Fixed Income	27%	39%	39%
Treasury Inflation-Protected Securities	5%	10%	26%
Real Estate Investment Trusts	8%	8%	8%
Commodities	3%	3%	3%



# California Employers' Retiree Benefit Trust (CERBT)

## CERBT Strategy 2



June 30, 2015

### Objective

The objective of the CERBT Strategy 2 portfolio is to seek returns that reflect the broad investment performance of the financial markets through capital appreciation and investment income. There is no guarantee that the portfolio will achieve its investment objective.

### Strategy

The CERBT Strategy 2 portfolio is invested in various asset classes in percentages approved by the CalPERS Board. The specific percentages of portfolio assets allocated to each asset class are shown under "Composition". Generally, equities are intended to help build the value of the employer's portfolio over the long term while bonds are intended to help provide income and stability of principal. Also, strategies invested in a higher percentage of equities seek higher investment returns (but assume more risk) compared with strategies invested in a higher percentage of bonds.

Compared with CERBT Strategy 1 and Strategy 3, this portfolio consists of a moderate allocation of equities, bonds, and other assets. Historically, equities have displayed greater price volatility and therefore, this portfolio may experience comparatively less fluctuation of value compared to CERBT Strategy 1 but more fluctuation of value compared to CERBT Strategy 3. Employers that seek a moderate approach to investing may wish to consider this portfolio.

CalPERS Board may change the list of approved asset classes, in composition as well as targeted allocation percentages and ranges at any time.

### Assets Under Management

As of the specified reporting month-end, the aggregate total of assets under management for all CERBT Strategies was

**\$4,435,254,081.**

### Composition

#### Asset Class Allocations and Benchmarks

The CERBT Strategy 2 portfolio consists of the following asset classes and corresponding benchmarks:

Asset Class	Target Allocation <sup>1</sup>	Target Range	Benchmark
Global Equity	40%	± 2%	MSCI All Country World Index IMI (net)
Fixed Income	39%	± 2%	Barclays Capital Long Liability Index
Treasury Inflation-Protected Securities ("TIPS")	10%	± 2%	Barclays Capital Global: US TIPS Index
Real Estate Investment Trusts ("REITs")	8%	± 2%	FTSE EPRA/NAREIT Developed Liquid Index (net)
Commodities	3%	± 2%	S&P GSCI Total Return Index

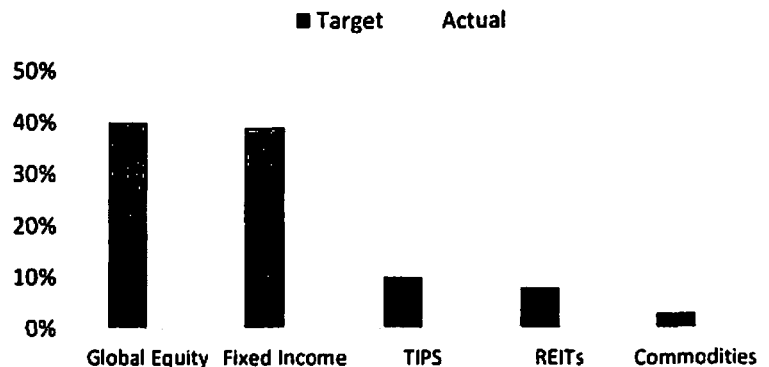
<sup>1</sup> Allocations approved by the Board at the October 2014 Investment Committee meeting

### Portfolio Benchmark

The CERBT Strategy 2 benchmark is a composite of underlying asset class market indices, each assigned the target weight for the asset class it represents.

### Target vs. Actual Asset Class Allocations

The following chart shows policy target allocations compared with actual asset allocations as of the specified reporting month-end. CalPERS may overweight or underweight an allocation to a particular asset class based on market, economic, or CalPERS policy considerations.



### CERBT Strategy 2 Performance as of June 30, 2015

	1 Month	3 Months	Fiscal YTD	1 Year	3 Years*	5 Years*	Since Inception* (October 1, 2011)
Returns before expenses <sup>1</sup>	-2.09%	-1.52%	-0.34%	-0.34%	7.84%	-	9.17%
Benchmark returns	-2.16%	-1.65%	-0.73%	-0.73%	7.46%	-	8.94%

\*Returns for periods greater than one year are annualized.

<sup>1</sup> See the Expense section of this document.

# California Employers' Retiree Benefit Trust (CERBT)

## CERBT Strategy 2



June 30, 2015

### General Information

#### Information Accessibility

The CERBT Strategy 2 portfolio consists of assets managed internally by CalPERS and/or external advisors. Since it is not a mutual fund, a prospectus is not available nor is information available from a newspaper source. This summary is designed to provide descriptive information. CalPERS provides a quarterly statement of the employer's account and other information about the CERBT. For total market value, detailed asset allocation, investment policy and current performance information, including performance to the most recent month-end, please visit our website at: [www.calpers.ca.gov](http://www.calpers.ca.gov).

#### Portfolio Manager Information

The CalPERS Investment Committee and Board of Administration directs the investment strategy and investments of the CERBT. Under that direction, CalPERS Investment staff manages fixed income, treasury inflation-protected securities and commodities assets; and State Street Global Advisors (SSgA) manages the global equity and real estate investment trust assets.

#### Custodian and Record Keeper

State Street Bank serves as custodian for the CERBT. Northeast Retirement Services serves as record keeper.

#### Expenses

CERBT is a self-funded trust in which participating employers pay for all administrative and investment expenses. Expenses reduce the gross investment return by the fee amount. The larger the fee, the greater the reduction of investment return. Currently, CERBT expenses are 0.10% which consist of administrative expenses borne by CalPERS to administer and oversee the Trust assets, investment management and administrative fees paid to SSgA to manage the global equity and real estate trust assets, and recordkeeping fees paid to Northeast Retirement Services to administer individual employer accounts. The expenses described herein are reflected in the net asset value per share. CERBT's actual expenses may differ from the amount currently being accrued due to factors such as changes in average fund assets or market conditions. The expense accrual rate may change without notice in order to reflect changes in average portfolio assets or in expense amounts. The CalPERS Board annually reviews the operating expenses and changes may be made as appropriate. Even if the portfolio loses money during a period, the fee is still charged.

### What Employers Own

Each employer choosing CERBT Strategy 2 owns a percentage of this portfolio, which invests in pooled asset classes managed by CalPERS and/or external advisors. Employers do not have direct ownership of the securities in the portfolio.

### Price

The value of the portfolio changes daily, based upon the market value of the underlying securities. Just as prices of individual securities fluctuate, the portfolio's value also changes with market conditions.

### Principal Risks of the Portfolio

The CalPERS CERBT Fund provides California government employers with a trust through which they may prefund retiree medical costs and other post-employment benefits. CERBT is not, however, a defined benefit plan. There is no guarantee that the portfolio will achieve its investment objectives nor provide sufficient funding to meet these employer obligations. Further, CalPERS will not make up the difference between actual health care premiums for payment of future benefits provided to retirees should CERBT assets not be sufficient to cover future obligations.

An investment in the portfolio is not a bank deposit, and it is not insured nor guaranteed by the Federal Deposit Insurance Corporation (FDIC), CalPERS, the State of California or any other government agency.

There are risks associated with investing, including possible loss of principal. The portfolio's risk depends in part on the portfolio's asset class allocations and the selection, weighting and risks of the underlying investments. For more information about investment risks, please see the document entitled "CERBT Principal Investment Risks" located at [www.calpers.ca.gov](http://www.calpers.ca.gov).

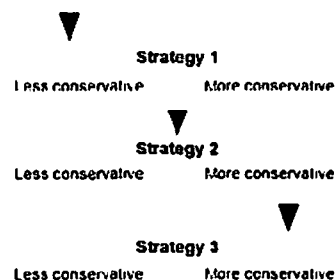
### Fund Performance

Performance data shown on page 1 represents past performance and is no guarantee of future results. The investment return and principal value of an investment will fluctuate so that an employer's units, when redeemed, may be worth more or less than their original cost. Current performance may be higher or lower than historical performance data shown. For current performance information, please visit [www.calpers.ca.gov](http://www.calpers.ca.gov) and follow the links to California Employer Retirees' Benefit Trust.

### CERBT Strategy Risk Levels

CalPERS offers employers the choice of one of three investment strategies. Risk levels among strategies vary, depending upon the target asset class allocations. Generally, equities carry more risk than fixed income securities.

Asset Class Target Allocations	Strategy 1	Strategy 2	Strategy 3
Global Equity	57%	40%	24%
Fixed Income	27%	39%	39%
Treasury Inflation-Protected Securities	5%	10%	26%
Real Estate Investment Trusts	8%	8%	8%
Commodities	3%	3%	3%



# California Employers' Retiree Benefit Trust (CERBT)

## CERBT Strategy 3



June 30, 2015

### Objective

The objective of the CERBT Strategy 3 portfolio is to seek returns that reflect the broad investment performance of the financial markets through capital appreciation and investment income. There is no guarantee that the portfolio will achieve its investment objective.

### Strategy

The CERBT Strategy 3 portfolio is invested in various asset classes in percentages approved by the CalPERS Board. The specific percentages of portfolio assets allocated to each asset class are shown under "Composition". Generally, equities are intended to help build the value of the employer's portfolio over the long term while bonds are intended to help provide income and stability of principal. Also, strategies invested in a higher percentage of equities seek higher investment returns (but assume more risk) compared with strategies invested in a higher percentage of bonds.

Compared with CERBT Strategy 1 and Strategy 2, this portfolio consists of a lower percentage of equities than bonds, and other assets. Historically, funds with a lower percentage of equities have displayed less price volatility and therefore, this portfolio may experience less fluctuation of value. Employers that seek greater stability of value, in exchange for possible lower investment returns, may wish to consider this portfolio.

CalPERS Board may change the list of approved asset classes, in composition as well as targeted allocation percentages and ranges at any time.

### Assets Under Management

As of the specified reporting month-end, the aggregate total of assets under management for all CERBT Strategies was **\$4,435,254,081**.

### Composition

#### Asset Class Allocations and Benchmarks

The CERBT Strategy 3 portfolio consists of the following asset classes and corresponding benchmarks:

Asset Class	Target Allocation <sup>1</sup>	Target Range	Benchmark
Global Equity	24%	± 2%	MSCI All Country World Index IMI (net)
Fixed Income	39%	± 2%	Barclays Capital Long Liability Index
Treasury Inflation-Protected Securities ("TIPS")	26%	± 2%	Barclays Capital Global: US TIPS Index
Real Estate Investment Trusts ("REITs")	8%	± 2%	FTSE EPRA/NAREIT Developed Liquid Index (net)
Commodities	3%	± 2%	S&P GSCI Total Return Index

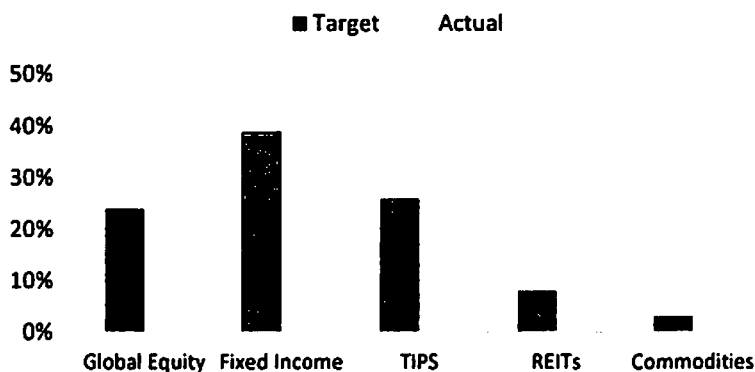
<sup>1</sup> Allocations approved by the Board at the October 2014 Investment Committee meeting

### Portfolio Benchmark

The CERBT Strategy 3 benchmark is a composite of underlying asset class market indices, each assigned the target weight for the asset class it represents.

### Target vs. Actual Asset Class Allocations

The following chart shows policy target allocations compared with actual asset allocations as of the specified reporting month-end. CalPERS may overweight or underweight an allocation to a particular asset class based on market, economic, or CalPERS policy considerations.



### CERBT Strategy 3 Performance as of June 30, 2015

	1 Month	3 Months	Fiscal YTD	1 Year	3 Years*	5 Years*	Since Inception* January 1, 2012)
Returns before expenses <sup>1</sup>	-1.90%	-1.81%	-0.03%	-0.03%	5.88%	-	6.49%
Benchmark returns	-1.96%	-1.91%	-0.57%	-0.57%	5.35%	-	6.13%

\*Returns for periods greater than one year are annualized.

<sup>1</sup> See the Expense section of this document.

# California Employers' Retiree Benefit Trust (CERBT)

## CERBT Strategy 3



June 30, 2015

### General Information

#### Information Accessibility

The CERBT Strategy 3 portfolio consists of assets managed internally by CalPERS and/or external advisors. Since it is not a mutual fund, a prospectus is not available nor is information available from a newspaper source. This summary is designed to provide descriptive information. CalPERS provides a quarterly statement of the employer's account and other information about the CERBT. For total market value, detailed asset allocation, investment policy and current performance information, including performance to the most recent month-end, please visit our website at: [www.calpers.ca.gov](http://www.calpers.ca.gov).

#### Portfolio Manager Information

The CalPERS Investment Committee and Board of Administration directs the investment strategy and investments of the CERBT. Under that direction, CalPERS Investment staff manages fixed income, treasury inflation-protected securities and commodities assets; and State Street Global Advisors (SSgA) manages the global equity and real estate investment trust assets.

#### Custodian and Record Keeper

State Street Bank serves as custodian for the CERBT. Northeast Retirement Services serves as record keeper.

#### Expenses

CERBT is a self-funded trust in which participating employers pay for all administrative and investment expenses. Expenses reduce the gross investment return by the fee amount. The larger the fee, the greater the reduction of investment return. Currently, CERBT expenses are 0.10% which consist of administrative expenses borne by CalPERS to administer and oversee the Trust assets, investment management and administrative fees paid to SSgA to manage the global equity and real estate trust assets, and recordkeeping fees paid to Northeast Retirement Services to administer individual employer accounts. The expenses described herein are reflected in the net asset value per share. CERBT's actual expenses may differ from the amount currently being accrued due to factors such as changes in average fund assets or market conditions. The expense accrual rate may change without notice in order to reflect changes in average portfolio assets or in expense amounts. The CalPERS Board annually reviews the operating expenses and changes may be made as appropriate. Even if the portfolio loses money during a period, the fee is still charged.

### What Employers Own

Each employer choosing CERBT Strategy 3 owns a percentage of this portfolio, which invests in pooled asset classes managed by CalPERS and/or external advisors. Employers do not have direct ownership of the securities in the portfolio.

#### Price

The value of the portfolio changes daily, based upon the market value of the underlying securities. Just as prices of individual securities fluctuate, the portfolio's value also changes with market conditions.

### Principal Risks of the Portfolio

The CalPERS CERBT Fund provides California government employers with a trust through which they may prefund retiree medical costs and other post-employment benefits. CERBT is not, however, a defined benefit plan. There is no guarantee that the portfolio will achieve its investment objectives nor provide sufficient funding to meet these employer obligations. Further, CalPERS will not make up the difference between actual health care premiums for payment of future benefits provided to retirees should CERBT assets not be sufficient to cover future obligations.

An investment in the portfolio is not a bank deposit, and it is not insured nor guaranteed by the Federal Deposit Insurance Corporation (FDIC). CalPERS, the State of California or any other government agency.

There are risks associated with investing, including possible loss of principal. The portfolio's risk depends in part on the portfolio's asset class allocations and the selection, weighting and risks of the underlying investments. For more information about investment risks, please see the document entitled "CERBT Principal Investment Risks" located at [www.calpers.ca.gov](http://www.calpers.ca.gov).

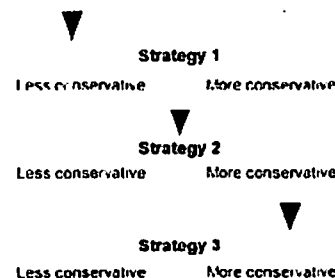
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# California Employers' Retiree Benefit Trust Asset Allocation Strategies

Matt Goss

CERBT Customer Outreach and Support

## CERBT asset allocation strategies

	Strategy 1	Strategy 2	Strategy 3
Expected Long Term Rate of Return (General Inflation Rate Assumption of 2.75%)	7.28%	6.73%	6.12%
Standard Deviation of Expected Returns	11.74%	9.32%	7.14%

- All CERBT asset allocation strategies share the same public market asset classes
  - Allocation strategies differ only to the extent to which they participate in each of the asset classes



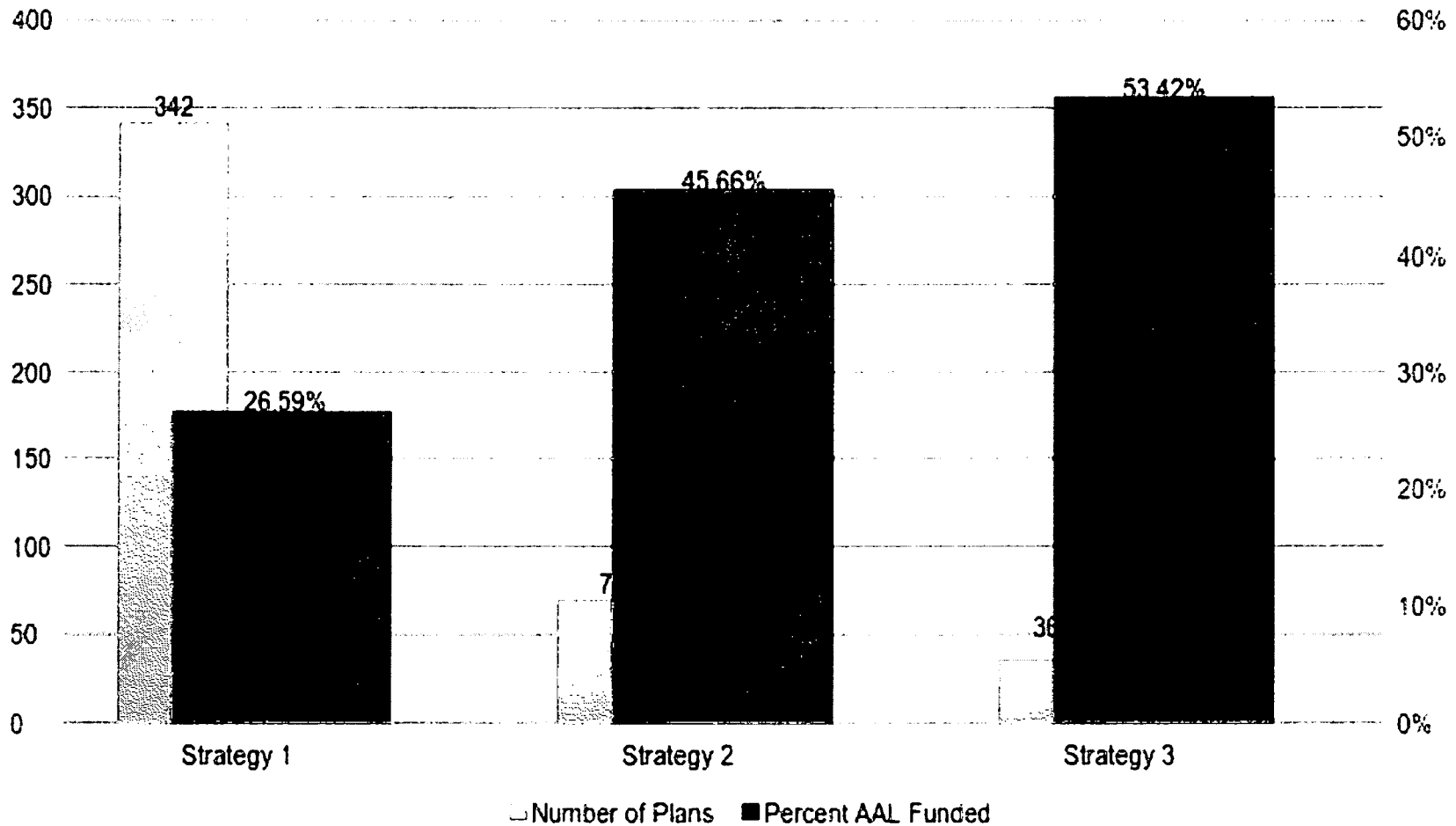
# CERBT asset class target allocations

Asset Classification	Investment Management	Strategy 1	Strategy 2	Strategy 3
Global Equity	Passive MSCI All Country World Index	57%	40%	24%
Fixed Income	Active Barclays Capital Long Liability Index	27%	39%	39%
Global Real Estate (REITs)	Passive FTSE EPRA/NAREIT Developed Liquid Index	8%	8%	8%
Treasury Inflation Protected Securities (TIPS)	Active Barclays Capital Global Real: US TIPS Index	5%	10%	26%
Commodities	Active S&P GSCI Total Return Index	3%	3%	3%

# Choosing an asset allocation strategy

- Employers asset allocation strategy choice is a financial decision
- Plan conditions which might cause an employer to consider an asset allocation with lower expected return volatility
  - OPEB liabilities are capped and NOT expected to grow
  - Well-funded plan
  - Stable asset value required to provide near term payout
  - More stable (but higher) ARC
- Discuss with actuary

# Funded Status by Asset Allocation Strategy



# CERBT investment results – time weighted

Periods Ended June 30, 2015

<u>Fund</u>	<u>Assets</u>	<u>1 Month</u>	<u>3 Months</u>	<u>FYTD</u>	<u>1 Year</u>	<u>3 Years</u>	<u>5 Years</u>	<u>ITD</u>
CERBT Strategy 1 (Inception June 1, 2007)	\$3,626,191,444	-2.15%	-0.93%	-0.11%	-0.11%	9.79%	10.62%	4.19%
Benchmark		-2.23%	-1.07%	-0.57%	-0.57%	9.43%	10.46%	3.74%
CERBT Strategy 2 (Inception October 1, 2011)	\$641,802,972	-2.09%	-1.52%	-0.34%	-0.34%	7.84%	-	9.17%
Benchmark		-2.16%	-1.65%	-0.73%	-0.73%	7.46%	-	8.94%
CERBT Strategy 3 (Inception January 1, 2012)	\$167,259,665	-1.90%	-1.81%	-0.03%	-0.03%	5.88%	-	6.49%
Benchmark		-1.96%	-1.91%	-0.57%	-0.57%	5.35%	-	6.13%

Time weighted return reports the performance of the investment vehicle, not of the employer assets. Returns are gross. Historical performance is not necessarily indicative of actual future investment performance or of future total program cost. Current and future performance may be lower or higher than the historical performance data reported here. Investment return and principal value may fluctuate so that your investment, when redeemed, may be worth more or less than the original cost. The value of an employer's CERBT fund shares will go up and down based on the performance of the underlying funds in which the assets are invested. The value of the underlying funds' assets will, in turn, fluctuate based on the performance and other factors generally affecting the securities market.

# Questions? Where to get information?

- Matt Goss
  - (916) 795-9071 (Desk)
  - (916) 382-6487 (Cell)
  - [matthew.goss@calpers.ca.gov](mailto:matthew.goss@calpers.ca.gov)
- E-mail
  - [CERBT4U@calpers.ca.gov](mailto:CERBT4U@calpers.ca.gov)
- CERBT Website
  - [www.calpers.ca.gov/cerbt](http://www.calpers.ca.gov/cerbt)

## Center Joint Unified School District

**AGENDA REQUEST FOR:**

**Dept/Site:** Business Department

**Date:** 08/19/15

**Action Item**   X  

**To:** Board of Trustees

**Information Item**

**From:** Jeanne Bess   
Director of Fiscal Services

**# Attached Page**

**SUBJECT:** Resolution #2/2015-16  
Delegation of Authority  
To Request Disbursements

Jeanne Bess, Director of Fiscal Services is presenting a request to authorize the Superintendent and Director of Fiscal Services to act on behalf of the District when requesting disbursements from the Other Post Employment Prefunding Plan and to certify as to the purpose for which the disbursed funds will be used.

**RECOMMENDATION:** To approve the authorization as requested.



## DELEGATION OF AUTHORITY TO REQUEST DISBURSEMENTS

Resolution #2/2015-16

### RESOLUTION OF THE

Board of Trustees  
(GOVERNING BODY)

### OF THE

Center Joint Unified School District  
(NAME OF EMPLOYER)

The CJUSD Board of Trustees delegates to the incumbents  
(GOVERNING BODY)

in the positions of Superintendent and  
(TITLE)

Director of Fiscal Services and/or  
(TITLE)

Assistant Superintendent authority to request on  
(TITLE)

behalf of the Employer disbursements from the Other Post Employment Prefunding  
Plan and to certify as to the purpose for which the disbursed funds will be used.

By Kelly Kelley

Title CJUSD Board President

Witness Delrae Pope

Date \_\_\_\_\_