

CENTER JOINT UNIFIED SCHOOL DISTRICT

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, October 21, 2015 - 6:00 p.m.

STATUS

- | | |
|--|-------------|
| I. CALL TO ORDER & ROLL CALL - 5:30 p.m. | |
| II. ANNOUNCEMENT OF ITEMS TO BE DISCUSSED IN CLOSED SESSION | |
| 1. Conference with Labor Negotiator, David Grimes, Re: CSEA and CUTA (G.C. §54957.6) | |
| 2. Student Expulsions/Readmissions (G.C. §54962) | |
| III. PUBLIC COMMENTS REGARDING ITEMS TO BE DISCUSSED IN CLOSED SESSION | |
| IV. CLOSED SESSION - 5:30 p.m. | |
| V. OPEN SESSION - CALL TO ORDER - 6:00 p.m. | |
| VI. FLAG SALUTE | |
| VII. ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION | Info/Action |
| VIII. ADOPTION OF AGENDA | Action |
| IX. STUDENT BOARD REPRESENTATIVE REPORTS (3 minutes each) | Info |
| 1. Center High School - Paige Brannam | |
| 2. McClellan High School - Samantha Lopez | |
| 3. Global Youth Charter School - Jessica Walden / Samantha Higgen-Wilcox | |

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.

| | | |
|-----------------|---|-------------------------|
| | X. ORGANIZATION REPORTS (3 minutes each) | Info |
| | 1. CUTA - Heather Woods, President | |
| | 2. CSEA - Marie Huggins, President | |
| | XI. REPORTS/PRESENTATIONS (8 minutes each) | Info |
| Student Serv. | 1. Williams Uniform Complaint Quarterly Reporting - David Grimes | |
| Curr & Instr | 2. California Assessment of Student Performance and Progress (CAASPP) - Rebecca Lawson | |
| | XII. COMMENTS FROM THE AUDIENCE REGARDING ITEMS NOT ON THE AGENDA | Public Comments Invited |
| | <i>Anyone may address the Board regarding any item that is within the Board's subject matter jurisdiction. However, the Board <u>may not</u> discuss or take action on any item which is not on this agenda except as authorized by Government Code Section 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> | |
| | XIII. BOARD / SUPERINTENDENT REPORTS (10 minutes) | Info |
| | XIV. CONSENT AGENDA (5 minutes) | Action |
| | <i>NOTE: The Board will be asked to approve all of the following items by a single vote, unless any member of the Board asks that an item be removed from the consent agenda and considered and discussed separately.</i> | |
| Governance ↓ | 1. Approve Adoption of Minutes from September 16, 2015 Regular Meeting | |
| Personnel ↓ | 2. Approve Educator Effectiveness Program Expenditure Plan | |
| Special Ed ↓ | 3. Approve Classified Personnel Transactions | |
| | 4. Approve Certificated Personnel Transactions | |
| | 5. Approve Professional Service Agreement: Supported Life Institute/CTEC | |
| | 6. Ratify 2015/2016 Master Contracts: | |
| | Capitol Autism | |
| | Jabbergym Inc. | |
| ↓ | 7. Ratify 2015/2016 Individual Services Agreements: | |
| | 2015/16-174 Aldar Academy | |
| | 2015/16-175-179 American River Speech | |
| | 2015/16-180 Bright Futures Therapy | |
| | 2015/16-181 C.T.E.C. | |
| | 2015/16-182 Capitol Autism | |
| | 2015/16-183 Easter Seal Society of CA | |
| | 2015/16-184 Jabbergym | |
| Curr & Instr | 8. Approve Memorandum of Understanding Agreement #0883 Between Sacramento County Office of Education and Center Joint Unified School District for the 2015/2016 SCOE Let's Get Started with California's ELD Standards Workshop | |
| ↓ | 9. Approve Memorandum of Understanding Agreement #0882 Between Sacramento County Office of Education and Center Joint Unified School District for the 2015/2016 SCOE Next Generation Science Standards (NGSS) Introduction Workshop | |
| ↓ | 10. Ratify Renewal of 12 Month Unlimited Notification Service with Reliance Communications (School Messenger) | |
| ↓ | 11. Approve Memorandum of Understanding Between Sacramento County Office of Education (SCOE, Sly Park Environmental Education Center and Center Joint Unified School District for Participation in the Sly Park Environmental Education Program | |
| ↓ | 12. Approve Memorandum of Understanding Agreement #5 CJUSD-BPP with Sacramento County Office of Education for Bullying Prevention Grant through the Mental Health Services Act | |
| ↓ | 13. Approve Professional Service Agreement: Creative Spirit | |
| ↓ | 14. Approve Professional Service Agreement: A Touch of Understanding | |

- | | | |
|-----------------------|-----|---|
| ↓ | 15. | Approve Field Trip: Center High School FBLA to "Leadership Development Institute Conference", Santa Clara, CA |
| Facilities & Op. ↓ | 16. | Approve Professional Service Agreement: Isabella Maranon |
| | 17. | Approve Agreement Between Center Joint Unified School District and GM Engineering for A/V System Upgrades - CHS |
| Business ↓ | 18. | Approve Payroll Orders: July - September 2015 |
| | 19. | Approve Supplemental Agenda (Vendor Warrants): September 2015 |

XV. BUSINESS ITEMS

- | | | | |
|---------------------------------|----|--|------------|
| Personnel & Student Services | A. | <u>District Calendars 2016-17, 2017-18, and 2018-19</u> The proposed district calendars for the 2016-17, 2017-18, and 2018-19 school years were created in a manner that allows the district to continue maintaining a 10 month work year for 10 month employees, maintaining the district's traditional October break, and providing a relatively even split between the first and second semesters while also providing for first semester finals before Winter Break. | Discussion |
| Governance | B. | <u>Second Reading: Board Policies/Regulations/Exhibits</u> Replace BP/AR 5145.3 Nondiscrimination/Harassment Replace BP/AR 5145.7 Sexual Harassment Delete BP/AR 0420.1 School-Based Program Coordination Replace BP/AR 0440 District Technology Plan Replace AR 1220 Citizen Advisory Committees Replace BP/AR 3100 Budget Replace AR 4112.4/4212.4/4312.4 Health Examinations Replace AR 4112.5/4212.5/4312.5 Criminal Record Check Add E 4112.5/4212.5/4312.5 Criminal Record Check Delete AR/E 4112.62/4212.62/4312.62 Maintenance of Criminal Offender Records Delete AR 4117.4 Dismissal Replace BP/AR 4118 Dismissal/Suspension/Disciplinary Action Replace BP 4121 Temporary/Substitute Personnel Replace AR 4161.1/4361.1 Personal Illness/Injury Leave Replace AR 4161.2/4261.2/4361.2 Personal Leaves Replace AR 4261.1 Personal Illness/Injury Leave Replace BP/AR 5125 Student Records Replace AR 5141 Health Care and Emergencies Replace AR 5141.21 Administering Medication and Monitoring Health Conditions Replace AR 5141.3 Health Examinations Replace BP/AR 5141.4 Child Abuse Prevention and Reporting Replace BP/AR 5144.1 Suspension and Expulsion/Due Process Replace AR 6145.2 Athletic Competition Replace BP/AR 6158 Independent Study Replace AR 6162.51 State Academic Achievement Tests Replace AR 6173 Education for Homeless Children Replace BP 1250 Visitors/Outsiders Replace BP 3550 Food Service/Child Nutrition Program Replace BP 4030 Nondiscrimination in Employment Replace AR 5020 Parent Rights and Responsibilities Replace AR 5141.27 Food Allergies/Special Dietary Needs Replace AR 6159 Individualized Education Program Replace BB 9321 Closed Session Purposes and Agendas Replace E 0420.41 Charter School Oversight Replace BP/AR 0460 Local Control and Accountability Plan Delete BP/AR 0520.4 Quality Education Investment Schools Replace AR 1330 Use of School Facilities Replace BP 3312 Contracts Replace AR 3514.2 Integrated Pest Management Replace E 4112.9/4212.9/4312.9 Employee Notifications | Action |

| | | |
|---------------|----------------------|--|
| Replace BP | 4143/4243 | Negotiations/Consultation |
| Replace BP/AR | 5111 | Admission |
| Add BP/AR | 5144.4 | Required Parental Attendance |
| Replace E | 5145.6 | Parental Notifications |
| Replace BP | 6170.1 | Transitional Kindergarten |
| Replace BP/AR | 6174 | Education for English Language Learners |
| Replace AR | 5125.1 | Release of Directory Information |
| Replace BP | 6172.1 | Concurrent Enrollment |
| Replace BB | 9223 | Filling Vacancies |
| Replace BP/AR | 0420 | School Plans/Site Councils |
| Replace BP/AR | 1312.3 | Uniform Complaint Procedures |
| Replace BP | 4040 | Employee Use of Technology |
| Delete AR | 4040 | Employee Use of Technology |
| Add E | 4040 | Employee Use of Technology |
| Replace BP | 4131 | Staff Development |
| Replace AR | 4161.8/4261.8/4361.8 | Family Care and Medical Leave |
| Replace BP | 4231 | Staff Development |
| Replace AR | 5121 | Grades/Evaluation of Student Achievement |
| Replace BP/AR | 5148 | Child Care and Development |
| Replace BP/AR | 5148.2 | Before/After School Programs |
| Replace BP/AR | 5148.3 | Preschool/Early Childhood Education |
| Replace BP | 6163.4 | Student Use of Technology |
| Delete AR | 6163.4 | Student Use of Technology |
| Add E | 6163.4 | Student Use of Technology |
| Replace BB | 9100 | Organization |
| Replace BP | 4133/4233/4333 | Travel; Reimbursement |
| Replace BP | 3350 | Travel; Reimbursement |

XVI. ADVANCE PLANNING

In6

a. Future Meeting Dates:

i. Regular Meeting: Wednesday, November 18, 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:

XVII. CONTINUATION OF CLOSED SESSION (Item IV)

Action

XVIII. 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: October 21, 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-

July – September 2015

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

Center Joint Unified School District

| | | |
|--|--------------------------------|--------------------------------------|
| Dept./Site: Superintendent's Office | | AGENDA REQUEST FOR: |
| To: | Board of Trustees | Action Item _____ |
| Date: | October 21, 2015 | Information Item <u> X </u> |
| From: | Scott A. Loehr, Superintendent | # Attached Pages _____ |
| Principal/Administrator Initials: _____ | | |

SUBJECT: California Assessment of Student Performance and Progress (CAASPP) Report

RECOMMENDATION: Discussion item only.

Center Unified School District



California Assessment of Student Performance and Progress (CAASPP)

How the Online Smarter Balanced Assessments Are Different from Previous California Tests

The new Smarter Balanced Summative Assessments are very different from previous California tests in several ways:

- ▶ They are aligned with California's new content standards for English language arts/literacy (ELA) and mathematics.
- ▶ They reflect the critical thinking and problem solving skills that students will need to be ready for college and the 21st century job market.
- ▶ They are taken on a computer and are adaptive, which means that during the test, the questions will become more or less difficult based on how the student performs. If the student answers a question correctly, the next question may be more challenging; if the student answers it incorrectly, the next question may be less difficult.
- ▶ They provide many more supports for students who need them, including students learning English and students with disabilities.

New Standards and Tests: Challenging for Schools to Teach and Students to Learn

California is raising the bar for good reason—students need strong math and reading skills to graduate ready for college and a 21st century career.

These new tests are more rigorous than the old, multiple choice exams. Students must now:

- Explain how they solve problems
- Think critically
- Write analytically

How Student Performance is Reported on the Smarter Balanced Assessments

For each grade level and subject area, students receive a score from 2000 to 3000. The overall score falls into one of four achievement levels:

Standard Not Met

Needs **substantial improvement** for success in future coursework.

Standard Nearly Met

May require **further development** for success in future coursework.

Standard Met

Demonstrates **progress** toward mastery.

Standard Exceeded

Demonstrates **advanced progress** toward mastery.

How Student Performance is Reported on the Smarter Balanced Assessments

Claim Results

Within English
Language
Arts/Literacy:



Reading



Writing

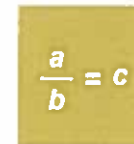


Speaking
and Listening



Research
/Inquiry

Within
Mathematics:



Concepts &
Procedures



Problem
Solving &
Data Analysis



Communicating
Reasoning

A Test Score is Just One Part of a Larger Picture

- CAASPP scores provide a key measure of how students are doing—whether they need more help or should be accelerated.
- Yet as important as they are, ultimately tests are just one way to assess the progress of students—like a report card or grades on class assignments. An academic check-up, these tests are simply one tool for teachers to gauge what students know.

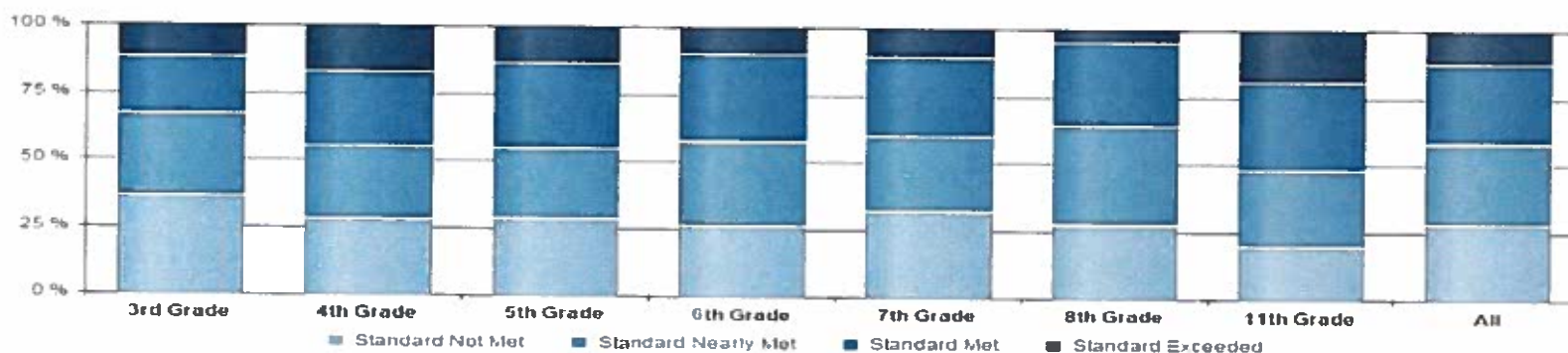
CJUSD ELA RESULTS

Grades 3rd-8th & 11th

7

ENGLISH LANGUAGE ARTS/LITERACY

Achievement Level Distribution



English Language Arts/Literacy Achievement Level Descriptors

▼ All Students

Overall Achievement


| | 3rd Grade | 4th Grade | 5th Grade | 6th Grade | 7th Grade | 8th Grade | 11th Grade | All |
|-------------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|------------|--------|
| Number of Students Enrolled | 351 | 341 | 348 | 340 | 339 | 364 | 372 | 2,455 |
| Number of Students Tested | 343 | 336 | 325 | 329 | 332 | 344 | 349 | 2,358 |
| Percent of Enrolled Students Tested | 97.7 % | 98.5 % | 93.4 % | 96.8 % | 97.9 % | 94.5 % | 93.8 % | 96.0 % |
| Number of Students With Scores | 342 | 336 | 325 | 329 | 332 | 344 | 349 | 2,357 |
| Mean Scale Score | 2396.7 | 2457.1 | 2487.0 | 2507.7 | 2527.7 | 2533.0 | 2581.6 | N/A |
| Standard Exceeded | 11 % | 17 % | 13 % | 9 % | 10 % | 4 % | 19 % | 12 % |
| Standard Met | 21 % | 28 % | 32 % | 33 % | 30 % | 31 % | 33 % | 30 % |
| Standard Nearly Met | 30 % | 27 % | 26 % | 31 % | 28 % | 37 % | 28 % | 30 % |
| Standard Not Met | 37 % | 29 % | 29 % | 27 % | 33 % | 28 % | 20 % | 29 % |

CJUSD ELA CLAIM RESULTS


Grades 3rd-8th & 11th

Areas


Reading: Demonstrating understanding of literary and non-fictional texts

| | 3rd Grade | 4th Grade | 5th Grade | 6th Grade | 7th Grade | 8th Grade | 11th Grade | All |
|--|-----------|-----------|-----------|-----------|-----------|-----------|------------|------|
|  Above Standard | 14 % | 18 % | 15 % | 12 % | 14 % | 11 % | 29 % | 16 % |
| At or Near Standard | 42 % | 50 % | 49 % | 47 % | 48 % | 53 % | 51 % | 49 % |
| Below Standard | 43 % | 32 % | 36 % | 41 % | 37 % | 34 % | 20 % | 35 % |


Writing: Producing clear and purposeful writing

| | 3rd Grade | 4th Grade | 5th Grade | 6th Grade | 7th Grade | 8th Grade | 11th Grade | All |
|--|-----------|-----------|-----------|-----------|-----------|-----------|------------|------|
|  Above Standard | 13 % | 18 % | 20 % | 21 % | 21 % | 10 % | 23 % | 18 % |
| At or Near Standard | 50 % | 56 % | 50 % | 49 % | 49 % | 60 % | 52 % | 52 % |
| Below Standard | 37 % | 25 % | 29 % | 30 % | 30 % | 28 % | 23 % | 29 % |

Listening: Demonstrating effective communication skills

| | 3rd Grade | 4th Grade | 5th Grade | 6th Grade | 7th Grade | 8th Grade | 11th Grade | All |
|--|-----------|-----------|-----------|-----------|-----------|-----------|------------|------|
|  Above Standard | 11 % | 13 % | 11 % | 12 % | 8 % | 6 % | 14 % | 11 % |
| At or Near Standard | 66 % | 69 % | 68 % | 71 % | 68 % | 67 % | 62 % | 67 % |
| Below Standard | 23 % | 19 % | 21 % | 16 % | 24 % | 25 % | 22 % | 21 % |

Research/Inquiry: Investigating, analyzing, and presenting information

| | 3rd Grade | 4th Grade | 5th Grade | 6th Grade | 7th Grade | 8th Grade | 11th Grade | All |
|--|-----------|-----------|-----------|-----------|-----------|-----------|------------|------|
|  Above Standard | 14 % | 18 % | 28 % | 16 % | 16 % | 13 % | 26 % | 19 % |
| At or Near Standard | 51 % | 57 % | 55 % | 65 % | 59 % | 57 % | 55 % | 57 % |
| Below Standard | 35 % | 22 % | 17 % | 19 % | 25 % | 29 % | 17 % | 23 % |

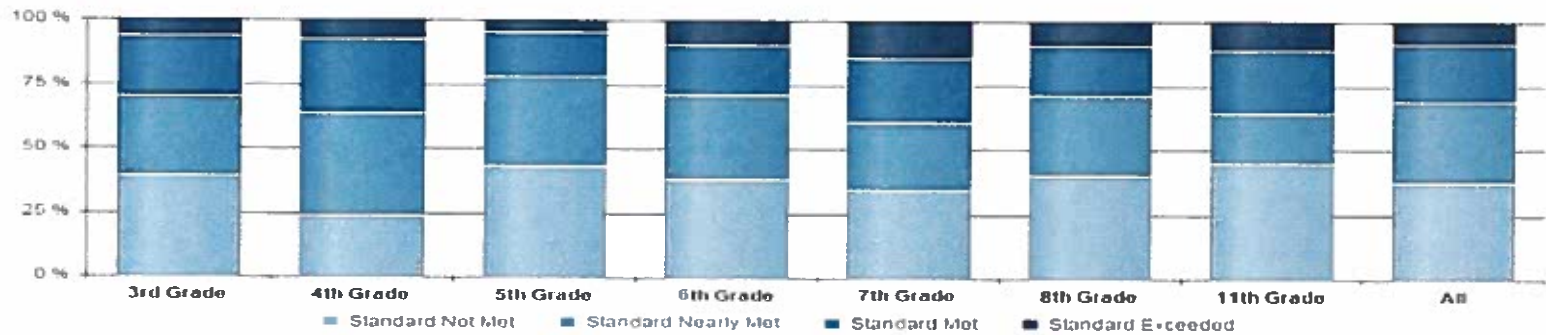
CJUSD MATH RESULT

Grades 3rd-8th & 11th

9

MATHEMATICS

Achievement Level Distribution



▼ All Students

Overall Achievement

| | 3rd Grade | 4th Grade | 5th Grade | 6th Grade | 7th Grade | 8th Grade | 11th Grade | All |
|-------------------------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|------------|
| Number of Students Enrolled | 351 | 341 | 348 | 340 | 339 | 364 | 372 | 2,455 |
| Number of Students Tested | 345 | 336 | 327 | 330 | 331 | 345 | 341 | 2,355 |
| Percent of Enrolled Students Tested | 98.3 % | 98.5 % | 94.0 % | 97.1 % | 97.6 % | 94.8 % | 91.7 % | 95.9 % |
| Number of Students With Scores | 345 | 336 | 326 | 330 | 331 | 345 | 341 | 2,354 |
| Mean Scale Score | 2400.0 | 2455.7 | 2465.6 | 2489.8 | 2522.5 | 2521.8 | 2565.2 | N/A |
| Standard Exceeded | 6 % | 7 % | 4 % | 9 % | 14 % | 9 % | 11 % | 8 % |
| Standard Met | 23 % | 29 % | 17 % | 19 % | 25 % | 19 % | 24 % | 22 % |
| Standard Nearly Met | 31 % | 40 % | 35 % | 33 % | 26 % | 31 % | 19 % | 31 % |
| Standard Not Met | 40 % | 24 % | 44 % | 39 % | 35 % | 41 % | 46 % | 38 % |


CJUSD MATH CLAIM RESULTS

Grades 3rd-8th & 11th


10

Areas


CONCEPTS & PROCEDURES: Applying mathematical concepts and procedures

| | 3rd Grade | 4th Grade | 5th Grade | 6th Grade | 7th Grade | 8th Grade | 11th Grade | All |
|--|-----------|-----------|-----------|-----------|-----------|-----------|------------|------|
|  Above Standard | 14 % | 16 % | 9 % | 12 % | 20 % | 14 % | 18 % | 15 % |
| At or Near Standard | 38 % | 40 % | 34 % | 36 % | 35 % | 40 % | 32 % | 37 % |
| Below Standard | 49 % | 44 % | 57 % | 52 % | 44 % | 46 % | 50 % | 49 % |

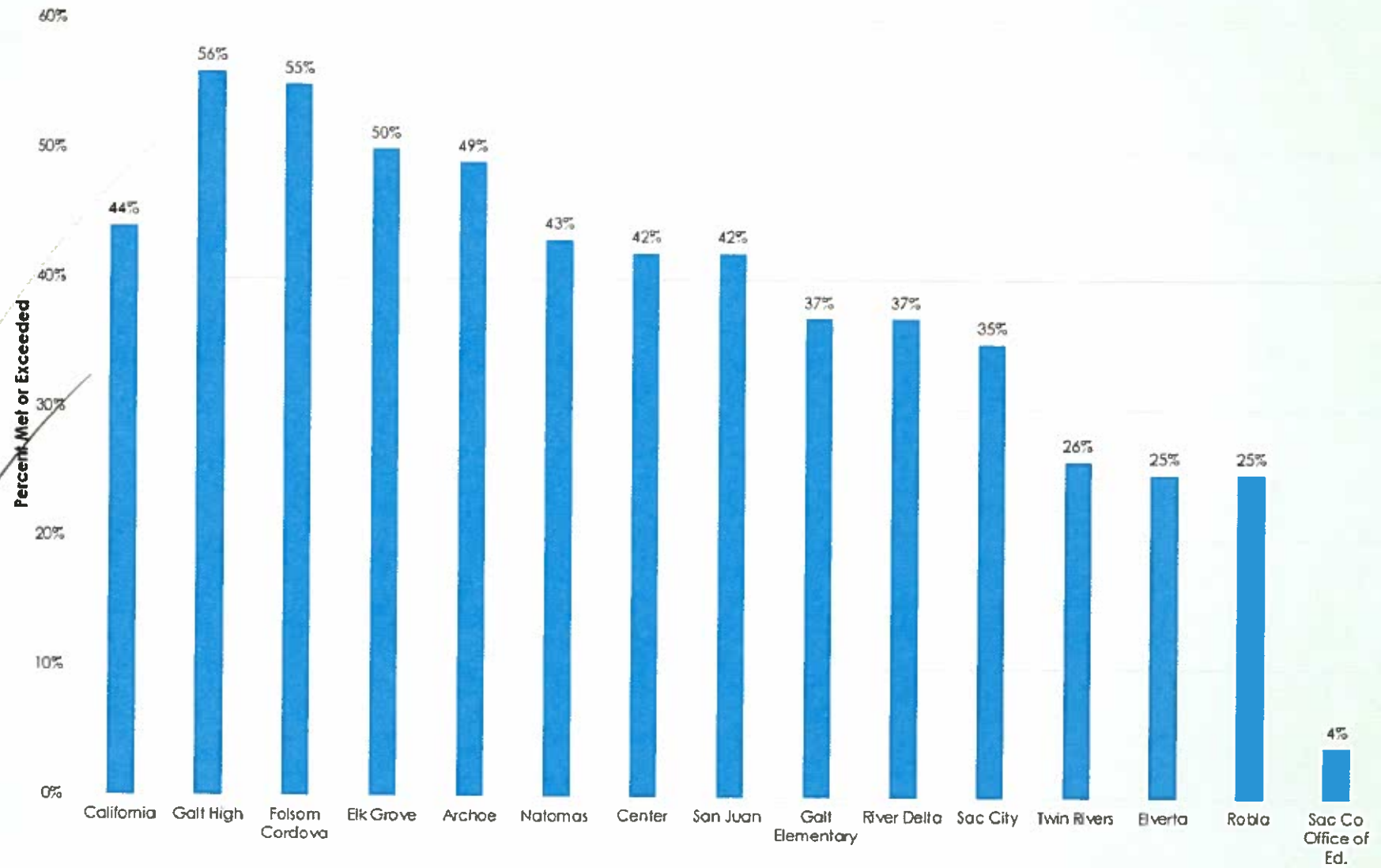
PROBLEM SOLVING & MODELING/DATA ANALYSIS: Using appropriate tools and strategies to solve real world and mathematical problems

| | 3rd Grade | 4th Grade | 5th Grade | 6th Grade | 7th Grade | 8th Grade | 11th Grade | All |
|--|-----------|-----------|-----------|-----------|-----------|-----------|------------|------|
|  Above Standard | 15 % | 16 % | 10 % | 9 % | 16 % | 8 % | 19 % | 13 % |
| At or Near Standard | 44 % | 54 % | 41 % | 48 % | 58 % | 62 % | 54 % | 52 % |
| Below Standard | 41 % | 30 % | 49 % | 42 % | 26 % | 29 % | 27 % | 35 % |

COMMUNICATING REASONING: Demonstrating ability to support mathematical conclusions

| | 3rd Grade | 4th Grade | 5th Grade | 6th Grade | 7th Grade | 8th Grade | 11th Grade | All |
|--|-----------|-----------|-----------|-----------|-----------|-----------|------------|------|
|  Above Standard | 10 % | 13 % | 6 % | 12 % | 17 % | 9 % | 18 % | 12 % |
| At or Near Standard | 54 % | 51 % | 50 % | 55 % | 64 % | 50 % | 50 % | 53 % |
| Below Standard | 37 % | 36 % | 44 % | 33 % | 19 % | 41 % | 31 % | 34 % |

State and District Results for ELA



State, County and District Results for ELA by Grade

Percent Met or Exceeded

■ California
 ■ Sacramento County
 ■ CJUSD

60%
 50%
 40%
 30%
 20%
 10%
 0%

Grade 3

38%
 35%
 32%

Grade 4

40%
 37%
 45%

Grade 5

44%
 42%
 45%

Grade 6

43%
 42%
 43%

Grade 7

44%
 42%
 40%

Grade 8

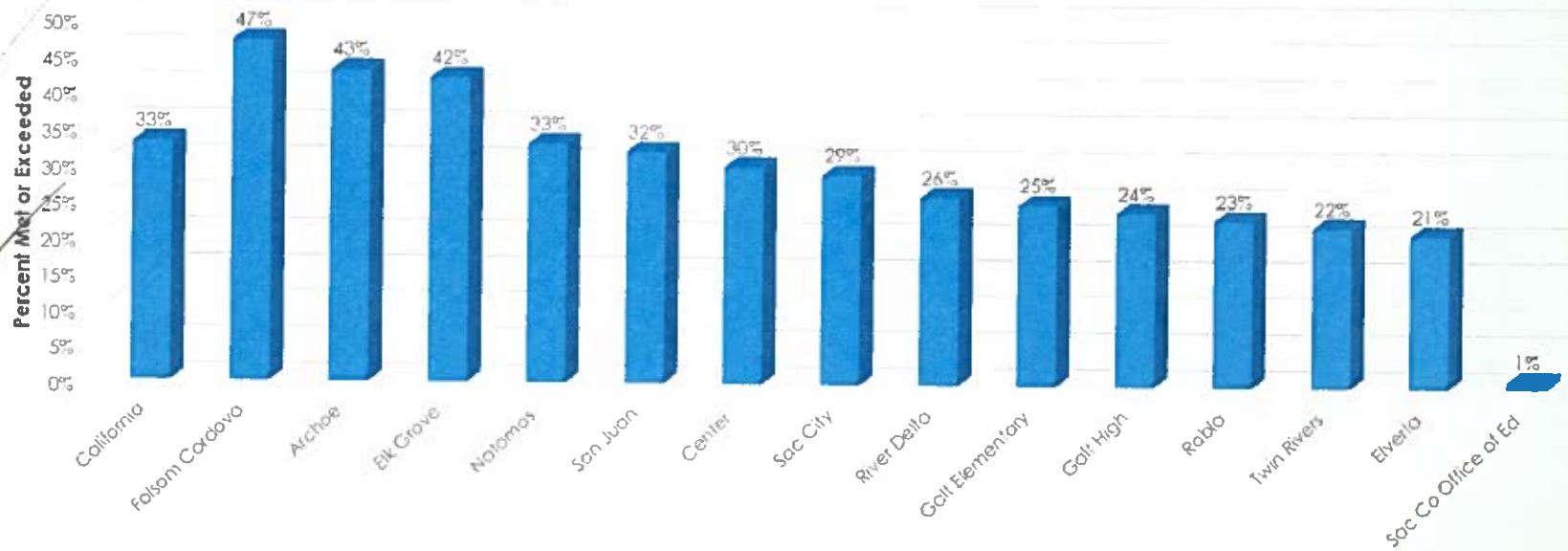
45%
 43%
 35%

Grade 11

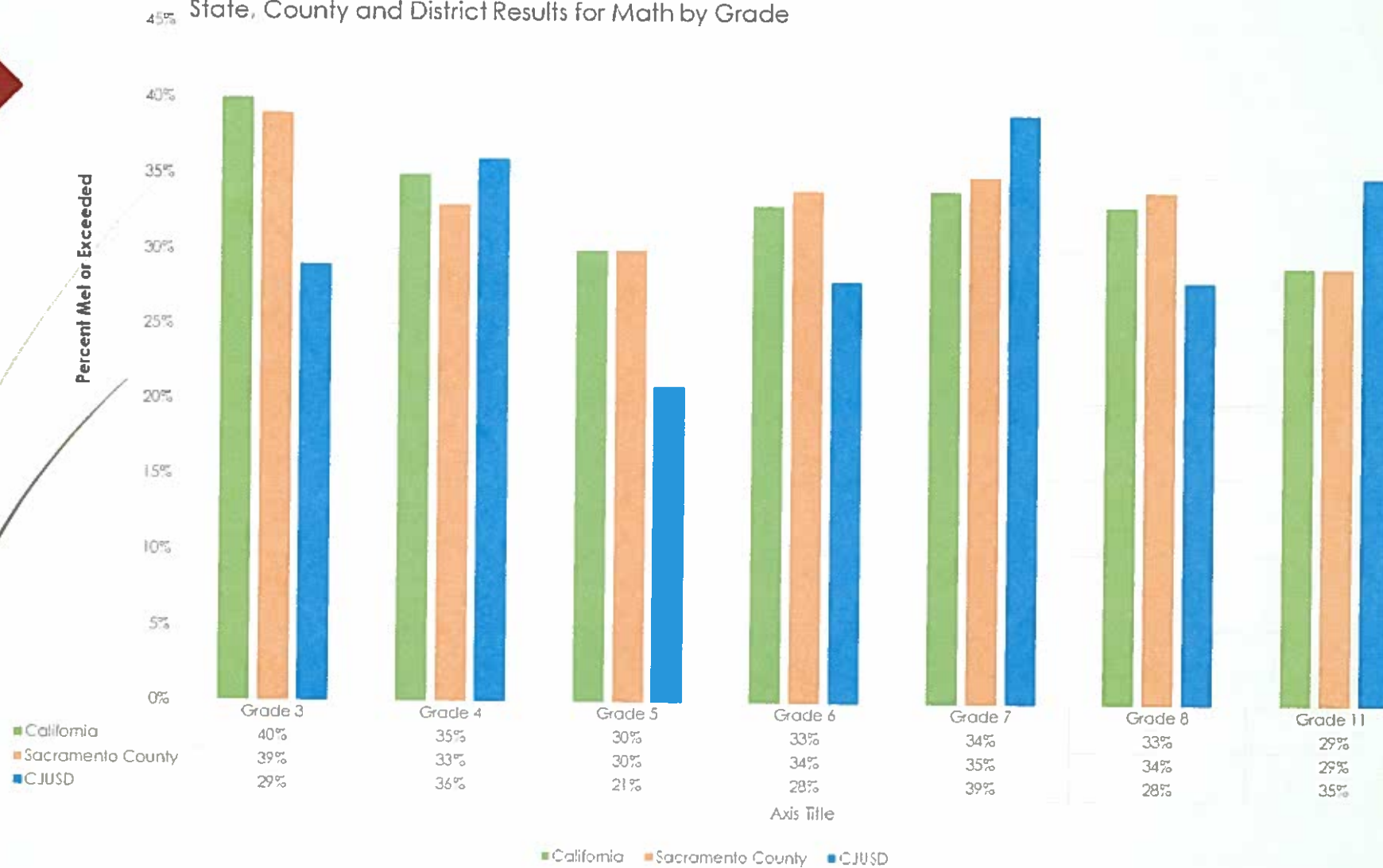
56%
 52%
 42%

■ California ■ Sacramento County ■ CJUSD

State and District Results for Math



State, County and District Results for Math by Grade





STUDENT SCORE REPORT

Using Assessments to Help Students Learn

LOCAL ID # 12357
STUDENT # 4444444444
GRADE 5

DATE OF BIRTH 02/01/1908
TEST DATE SPRING 2014

Dear Parent/Guardian of Emily King

The 2015 California Assessment of Student Performance and Progress (CAASPP) included new tests for English language arts/literacy and mathematics. These new online assessments have replaced former tests in these subject areas to provide better information and help students learn.

New assessments are part of California's comprehensive plan for supporting high-quality teaching and learning. That plan includes more challenging academic standards for English language arts/literacy and mathematics designed to foster college and career readiness. This report shows Emily's achievement on these new tests. The scores should not be compared to results from the Standardized Testing and Reporting (STAR) Program tests in these subject areas. Because this is the first year that all California students in grades 3-8 and 11 are taking these new tests, Emily's overall scores may be viewed as a base from which to compare the performance in future years.

Additionally, children in grades 5, 8, or 10 took a science test. Emily's results on California's science assessment can be found on the back of this report.

For a complete picture of your child's progress, I encourage you to discuss these results with Emily's teacher(s).

Sincerely,

Tom Torlakson

Tom Torlakson
State Superintendent of Public Instruction



FOR THE PARENT/GUARDIAN OF:
Emily King
1234 W Zoom Road 5th Building
Alum Rock Union Elementary School District
Lancaster, CA 95112-9282

SCHOOL Valley Academy of Arts and Sciences High School
LEA Hamilton Unified

Emily's Results on California's Assessments

ENGLISH LANGUAGE ARTS/LITERACY

Emily's overall score is: 2508

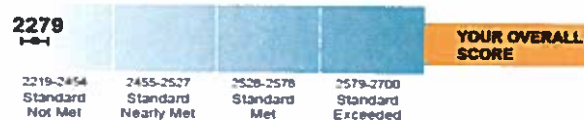


Emily met the achievement standard and demonstrated the knowledge and skills in English language arts/literacy needed for success in future coursework.

Emily's performance on the four areas that comprise this overall score can be seen on the back of this report.

MATHEMATICS

Emily's overall score is: 2279



Emily did not meet the achievement standard and needs substantial improvement to demonstrate the knowledge and skills in mathematics needed for success in future coursework.

Emily's performance on the three areas that comprise this overall score can be seen on the back of this report.

The bar around a score indicates the extent to which the score might have been different had the test been taken again.

More information about Emily's scores can be found on the back of this report.

To learn more about these tests, visit the CAASPP Summative Assessment Web page at <http://www.cde.ca.gov/ta/tg/ass/assessments.asp>

Your Guide to Emily's California Assessment of Student Performance and Progress (CAASPP) Score Report

California Department of Education (CDE)

A New Kind of Test for Emily; a New Kind of Report for You

The CAASPP English language arts/literacy (ELA) and mathematics tests that Emily took in the spring more broadly reflect California's state-adopted content standards than California's old tests, with content that will be needed to prepare students for college and the 21st century job market. These new tests contain a wider variety of questions than traditional multiple-choice tests and include tasks and test items that require students to explain how they solve problems. The new tests allow students to demonstrate analytical writing, critical thinking, and problem solving skills along with their knowledge of facts in ELA and mathematics.

These new tests in ELA and mathematics also have a different scoring scale. Because they are based on different academic standards, these scores cannot be compared with scores from the Standardized Testing and Reporting (STAR) Program tests in ELA and mathematics.

These results are one measure of Emily's academic performance and provide limited information. Like any important measure of your child's performance, they should be viewed with other available information—such as classroom tests, assignments, and grades—and they may be used to help guide a conversation with Emily's teacher about how to progress in ELA and mathematics.

During this time of transition to new assessments, you will see additional changes in this report next year. California may also develop new assessments in other subjects, including, but not limited to science and history and social science aligned to state-adopted content standards.

Emily's Results on California's Assessments

The following chart provides a further breakdown of Emily's overall scores, represented on the front of this report. Each of the following areas may be represented as Above Standard, At or Near Standard, or Below Standard. To learn more about these tests, visit CAASPP Summative Assessments Web page at <http://www.cde.ca.gov/ta/tg/se/stac/ssummativ.asp>.

ENGLISH LANGUAGE ARTS/LITERACY

Emily's overall score is: 2508

| AREA | PERFORMANCE |
|--|---------------------|
| Reading <i>Demonstrating understanding of literary and non-fiction texts</i> | Above Standard |
| Writing <i>Producing clear and purposeful writing</i> | Above Standard |
| Listening <i>Demonstrating effective communication skills</i> | At or Near Standard |
| Research/Inquiry <i>Investigating, analyzing and presenting information</i> | Above Standard |

MATHEMATICS

Emily's overall score is: 2279

| AREA | PERFORMANCE |
|--|----------------|
| Problem Solving & Modeling/Data Analysis <i>Using appropriate tools and strategies to solve real world and mathematical problems</i> | Below Standard |
| Concepts & Procedures <i>Applying mathematical concepts and procedures</i> | Below Standard |
| Communicating Reasoning <i>Demonstrating ability to support mathematical conclusions</i> | Below Standard |

Emily's Results on the California Standards Test (CST)

SCIENCE

Emily's score is 250 - Far Below Basic



Emily's score of 250 is in the Far Below Basic level on California Standards Test for science.

To meet federal test requirements, California administered the California Standards Test for science to all students in grades 5, 8, and 10. This test is not aligned with California's recently adopted Next Generation Science Standards (NGSS). Assessments based on these standards are being developed.

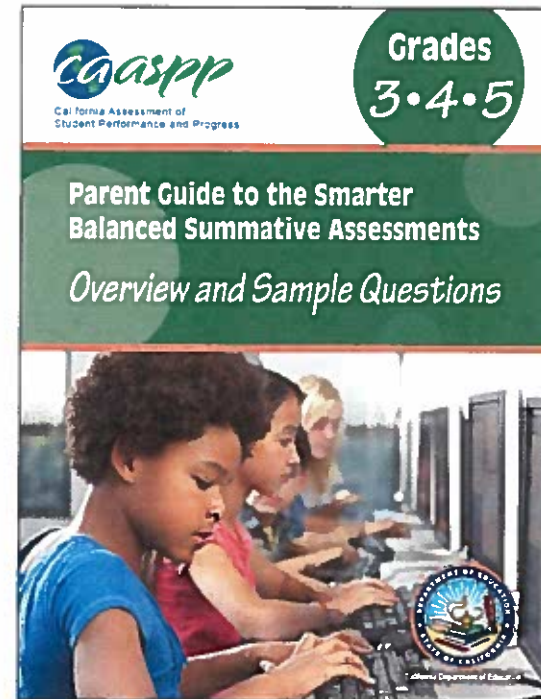
How Reports Are Used

Results from the Smarter Balanced Summative Assessments provide **one piece of information** about a student's academic performance that can:

- Help facilitate conversations between parents/guardians and teachers about student performance.
- Serve as a tool to help parents/guardians and teachers work together to improve student learning.
- Help teachers, schools and the district identify strengths and areas that need improvement in educational programs.
- Provide the public and policymakers with information about student achievement.

A comprehensive online resource: CAASPP Parent Guides

- Subject by subject, grade by grade sample questions.
- Sample items explain academic standards being addressed.
- Examples note the kinds of questions students must answer correctly to reach each achievement level.



The Parent Guides are posted on the CDE CAASPP Web page at <http://www.cde.ca.gov/ta/tg/ca/index.asp?tabsection=3#ssr>.

Our Next Steps Using the Results

- Identifying areas of student's strengths and weaknesses
- Learning from our successes and addressing areas of need
- Informing practice and implementation of curriculum at grade levels and departments
- Reflecting on instructional practice and standards implementation
- Purchasing *Illuminate* Data & Assessment Management System to aid disaggregation of data
- Planning of vertical collaboration and professional development topics

Center Joint Unified School District

| | | |
|------------------------------|---------------------------------------|---|
| Dept./Site: | Superintendent's Office | AGENDA REQUEST FOR: |
| To: | Board of Trustees | Action Item <u> X </u> |
| Date: | October 21, 2015 | Information Item <u> </u> |
| From: | Scott A. Loehr, Superintendent | #Attached Pages <u> </u> |
| Principal's Initials: | <u> </u> | |

SUBJECT: Adoption of Minutes

The minutes from the following meeting are being presented:

September 16, 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, September 16, 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
Trustees Absent: 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. Conference with Labor Negotiator, David Grimes, Re: CSEA and CUTA (G.C. §54957.6)
3. Student Expulsions/Readmissions (G.C. §54962)

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 Marie Huggins

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 agenda as presented.

Motion: Anderson
Second: Hunt

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

STUDENT BOARD REPRESENTATIVE REPORTS

1. Center High School - Paige Brannam
 - Welcome Back Week was a big success. A lot of people dressed up and got involved. Friday was their first rally.
 - There will be a Talent Show on September 22 at 6:30pm in the Theater.
 - There will be a Blood Drive on September 25.
 - This year's Homecoming Theme is Board Games: Seniors got Candyland, Juniors got Life, Sophmores got Clue, and Freshmen got Chutes and Ladders.

STUDENT BOARD REPRESENTATIVE REPORTS (continued)

2. McClellan High School - Samantha Lopez

- The first grading period ended September 11.
- 26 student have been on Honor Roll and 9 students have earned Perfect Attendance so far this year.
- We already have 2 students that have graduated.
- The 2nd grading period will go through October 30 and are looking forward to another successful term.
- On Thursday, students & staff will be practicing and preparing in the Break Free Assembly. Students will learn about what is going on with student trafficking and how to stop it in our area.
- Counselor, Ms. G, has started her Senior group. Throughout the year she will meet with Senior students to discuss how to search for jobs, prepare for interviews and what to expect after high school.
- Classes have been making use of the district provided Chromebooks. Mrs. Baioni has started up her Google Classroom for students to have access even if they are absent that day.

3. Global Youth Charter School - Jessica Walden

- today William Jessup visited the school to talk about the majors they offer and the admissions process.
- the WASC visit will be the 27th through the 30th
- Tuesday there will be a field trip to the state capitol and the library in the city. They are using public transportation to get there.
- next week will be their first spirit week.
- soccer season is in full swing. The first game was held on Monday against Freedom Christian, which, unfortunately, they lost 1-5.
- The school is looking forward to the week off at the end of the quarter.
- They are also looking forward to the Harvest Festival, which is one of the most fun times of the year.

ORGANIZATION REPORTS

1. CUTA - Heather Woods, President, noted that they had the first official Rep meeting today.

There were many events that were noted from the sites: Dudley had a PTA Movie Night, and will have the Recreate Group come in again; 4th grade will have a 4th grade night next Thursday; North Country celebrated Grandparent's Day last week; this Thursday is the Kindergarten Roundup; A Touch of Understanding is coming next week; Oak Hill had a Walk-a-thon last week, and next week on Thursday night is the Reading & Science Night; there is a Book Fair all week long; Riles has many clubs, including: Gardening, Debate, Cooking, Bible, Yearbook and Do Something clubs; and the Riles' sports teams are also doing quite well. She noted that the union is looking forward to negotiations tomorrow and hopes it goes well.

2. CSEA - Marie Huggins, President, noted that she really didn't have anything to report. She noted that Scott told her that some Paraeducators were in attendance at the Common Core training; she thanked the district for including them. She noted that the union member dinner event is coming up. Chapter dues are paying for it. It will be held at Wilson C. Riles Middle School. It will be an enjoyable evening and the grill master will be Robert King from our Warehouse.

At this point in the meeting President Kelley announced that Trustee Wilson was not able to make the meeting tonight.

REPORTS/PRESENTATIONS

1. **Trust Update** - as Jeanne Bess, Director of Fiscal Services, stepped up to the podium, Scott Loehr noted that in establishing our trust, we have an opportunity to put our funds toward the trust in 3 different strategies. To simplify, we have an aggressive, a more moderate, and a conservative strategy. We don't need board approval on this, but enough members brought up questions about this that it was decided to bring these up for discussion and possible direction. The recommendation from who they are working with is to go the more aggressive route. Ms. Bess then noted that option 1 is the most aggressive, but when you look at their overall benchmarks, they have hit them every year. Option 1 has a bigger pool of participants, so if there is a loss, that loss is divided up among the participants, so it is not as large of a loss. The 2nd strategy is a what they call a moderate risk, and that has less of a fluctuation of value and it's the middle of the road. They did show some losses initially, but over the last 3 years have hit their benchmarks, just falling a little bit short of it. Strategy 3 is the lowest risk. It is made up of bonds and other assets. It is a lower percentage rate of all of the invest groups. Strategy 3 has hit a 3.5% growth, strategy 2 has had 7.4% growth, and strategy 1 has had a 9.43% growth. This would be a long term commitment. Trustee Kelley noted that she is generally more aggressive investor, but this is not her money and she is concerned about putting this is strategy 1 and then it crash. Trustee Pope asked if we can put it in one, then change it to another. Ms. Bess noted that she would assume so, personal accounts can always be changed around. There may be some restrictions as to how often. Mr. Loehr asked that we take a conservative approach, but we could look into that and bring it back. What he is hearing is that we should take a more conservative approach. Trustee Hunt noted that he didn't want to feel like they are gambling with public money. Ms. Bess noted that CALPERS is in the business to make money for themselves and everybody else. Trustee Kelley noted that CALPERS has a stellar record with their investments. Ms Bess agreed. Trustee Kelley noted that she would like more of a consensus before we give any sort of direction. Ms. Bess noted that before we can be operational and start making contributions, we will need to let them know what strategy we want to start with. Again, she noted that the majority of the people that are part of this are in strategy 1, but that is the riskiest. Trustee Pope asked if there is a penalty. Ms. Bess stated that she didn't think there was a penalty. Trustee Pope noted that maybe we could start in the middle then make adjustments later. There was a lot of back and forth discussion as to which one to start with and how often they could change. Mr. Loehr said that we can have Ms. Bess start with strategy 2, then make changes if needed down the road. She said that she will check when and how often it can be changed. Trustee Hunt asked Ms. Bess on her personal feeling as to what she would do. She stated that she tends to be more conservative but in this case she is leaning towards strategy 1 because of CALPERS record, but noted that we can start with #2. She noted that CALPERS will probably recommend that you start with 1 or 2. Mr. Loehr noted that they can go ahead and start with # 2 and check on the regulations for making adjustments.

COMMENTS FROM THE AUDIENCE REGARDING ITEMS NOT ON THE AGENDA -

Mr. Jordan, Principal at Center High School, noted that last night's meeting regarding High School Graduation Requirements was good. They had 25-30 parents, mostly from Riles MS, in attendance. There was good input on elective choices, and feedback on the graduation requirement proposal. They have had department head meetings, and met with committees and should have it narrowed down by November. By then they should be able to come forward with a proposal to the Board. Documents were shared with the Board through Google.

BOARD/SUPERINTENDENT REPORTS

Mrs. Pope

- thanked Mr. Deason and his team for getting all the sites ready for Back to School Nights. She noted that our website has information about Drought Awareness. Even with the brown spots in different areas within the district, we are still managing to keep the sites looking good; she appreciated what his departments are doing in this area as well.
- asked Heather Woods & Marie Huggins to email their list of Site Reps to her.
- congratulated the district on the increased Kindergarten enrollment and high school enrollment.

Mrs. Anderson

- noted that the start up to the year has gone fantastic.
- noted that she met with the auditors yesterday.
- noted that she had a computer for Craig to take after the meeting tonight.

Mr. Wilson - was not available to report.

Mrs. Kelley

- noted that she is amazed at how well everything has gone so far this year.
- heard a lot of good things about the new teachers and counselors.
- announced that she started a new job with the state.

Mr. Hunt

- noted that it's refreshing to have a positive budget this year and have positive outcomes for the district and the bargaining units.

Mr. Loehr

- echoed the positive things; went to the paraprofessional training today.
- noted that there are a lot of people doing exciting things with the new technology that we have.
- noted that with MCA upgrades, 2 rooms have been done; there is one more room to be completed in October.
- noted that he is impressed with the quality staff that we have hired.
- announced that Ms. Lawson will be here with the new CAASPP scores next month; we only have one way to go and that way is up.

CONSENT AGENDA

1. Approved Adoption of Minutes from August 19, 2015 Regular Meeting
2. Approved Employment Agreement Amendments - Superintendent
3. Approved Classified Personnel Transactions
4. Approved Certificated Personnel Transactions
5. Approved Resolution #3/2015-16: Teacher Authorization to Teach English Electives for the 2015-16 School Year
6. Approved CSEA 2015/2016 Sunshine Proposal Articles
7. Approved CSEA Memorandum of Understanding: Lead Cafeteria Worker - Reduction in Hours
8. Approved Classified Job Description: Behavior Specialist II
9. Approved CSEA - New Article: Article XXVII, Noon Duty Aides
10. Approved Administrators' Monthly Mileage Allowance Restructured into Salary; Separate Monthly Mileage Allowance Eliminated
11. Approved Professional Service Agreement: The English Learner Group, Inc.
12. Ratified Memorandum of Agreement: Continuation of the Sacramento County Office of Education Maintaining and Operating Community Schools Classes for Students of the Center Joint Unified School District for Fiscal Year 2014/2015

CONSENT AGENDA (continued)

13. Approved Out-of-State Conference: National Association for the Education of Homeless Children and Youth Annual Conference , Phoenix, AZ - District Homeless Liaison (FRC)
14. Approved Illuminate Data & Assessment Management System
15. Ratified Memorandum of Understanding Between Sacramento County Office of Education and Center Joint Unified School District for the CARE Intervention/Diversion Program for the 2015/16 School Year - Center High School
16. Ratified Memorandum of Understanding Between Sacramento County Office of Education and Center Joint Unified School District for the CARE Intervention/Diversion Program for the 2015/16 School Year - Wilson C. Riles
17. Approved Field Trip: CHS Media Communications Academy to Southern California
18. Approved Field Trip: CHS Media Communications Academy to San Francisco Bay Area
19. Ratified Out-of State Conference: National Science Teachers Association Conference, "Science and Literacy: Creating Connections!" - T. Hayes, W. Swift, K. Magnani, P. Brown (WCR)
20. Approved Out-of State Conference: National Science Teachers Association Conference, "Science and Literacy: Creating Connections!" 4 teachers (CHS & MHS)
21. Approved Sixth Amendment to Agreement for the Purchase and Sale of Real Property and Escrow Instructions
22. Approved Payroll Orders: July - August 2015
23. Approved Supplemental Agenda (Vendor Warrants): August 2015

Motion: Anderson

Second: Pope

Ayes: Anderson, Hunt, Kelley, Pope

Noes: None

Absent: Wilson

INFORMATION ITEMS

1. Professional Learning Opportunity: "Argument Literacy in the History and Social Science Classroom" - J. Law, C. Kennedy, J. Asbury, C. Ray, C. Smith (WCR)
2. Conference: "63rd Annual School Nutrition Conference 2015" - L. Kasey, L. Davis, J. Jew (Food Services)

BUSINESS ITEMS

A. Educator Effectiveness Program Expenditure Plan

Discussion Item

Mr. Loehr noted that this is essentially a categorical. It is one time money that will come in for educator effectiveness. At this point we don't know the exact amount. The range is \$1,000 per FTE to \$1,500 per FTE. We have 3 years to spend it and there are specific areas in which we can use it in. We can also spend it retroactive. This is a broad plan, because over time we will need to reassess. This is a formality to show that we have a plan and that they will come out of these 5 categories. He noted that this will be brought back next month for approval. Trustee Kelley noted that she hoped that math was a part of this.

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

President Kelley opened the public hearing at 6:38 p.m. Mr. Scott Loehr, Superintendent, noted that this is a routine process that we go through to certify the sufficiency of textbook materials in the classrooms. There were no other public comments. The public hearing was closed at 6:39 p.m.

BUSINESS ITEMS (continued)

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

Motion: Pope
Second: Hunt

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

C. APPROVED - Resolution #4/2015-16: Statement of Assurances Instructional Materials Fund

Motion: Anderson
Second: Hunt

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

D. APPROVED - 2014/15 Unaudited Actuals Report

Motion: Pope
Second: Hunt

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

Mr Loehr thanked Jeanne and her department for all of their work on this.

E. APPROVED - Resolution #5/2015-16: Gann Limit Resolution

Motion: Anderson
Second: Pope

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

F. APPROVED - First Reading: Board Policies/Regulations/Exhibits

Replace BP/AR 5145.3 Nondiscrimination/Harassment
Replace BP/AR 5145.7 Sexual Harassment
Delete BP/AR 0420.1 School-Based Program Coordination
Replace BP/AR 0440 District Technology Plan
Replace AR 1220 Citizen Advisory Committees
Replace BP/AR 3100 Budget
Replace AR 4112.4/4212.4/4312.4 Health Examinations
Replace AR 4112.5/4212.5/4312.5 Criminal Record Check
Add E 4112.5/4212.5/4312.5 Criminal Record Check
Delete AR/E 4112.62/4212.62/4312.62 Maintenance of Criminal Offender Records
Delete AR 4117.4 Dismissal
Replace BP/AR 4118 Dismissal/Suspension/Disciplinary Action
Replace BP 4121 Temporary/Substitute Personnel
Replace AR 4161.1/4361.1 Personal Illness/Injury Leave
Replace AR 4161.2/4261.2/4361.2 Personal Leaves
Replace AR 4261.1 Personal Illness/Injury Leave
Replace BP/AR 5125 Student Records
Replace AR 5141 Health Care and Emergencies
Replace AR 5141.21 Administering Medication and Monitoring Health Conditions
Replace AR 5141.3 Health Examinations
Replace BP/AR 5141.4 Child Abuse Prevention and Reporting
Replace BP/AR 5144.1 Suspension and Expulsion/Due Process
Replace AR 6145.2 Athletic Competition
Replace BP/AR 6158 Independent Study
Replace AR 6162.51 State Academic Achievement Tests

BUSINESS ITEMS (continued)

Replace AR 6173 Education for Homeless Children
Replace BP 1250 Visitors/Outsiders
Replace BP 3550 Food Service/Child Nutrition Program
Replace BP 4030 Nondiscrimination in Employment
Replace AR 5020 Parent Rights and Responsibilities
Replace AR 5141.27 Food Allergies/Special Dietary Needs
Replace AR 6159 Individualized Education Program
Replace BB 9321 Closed Session Purposes and Agendas
Replace E 0420.41 Charter School Oversight
Replace BP/AR 0460 Local Control and Accountability Plan
Delete BP/AR 0520.4 Quality Education Investment Schools
Replace AR 1330 Use of School Facilities
Replace BP 3312 Contracts
Replace AR 3514.2 Integrated Pest Management
Replace E 4112.9/4212.9/4312.9 Employee Notifications
Replace BP 4143/4243 Negotiations/Consultation
Replace BP/AR 5111 Admission
Add BP/AR 5144.4 Required Parental Attendance
Replace E 5145.6 Parental Notifications
Replace BP 6170.1 Transitional Kindergarten
Replace BP/AR 6174 Education for English Language Learners
Replace AR 5125.1 Release of Directory Information
Replace BP 6172.1 Concurrent Enrollment
Replace BB 9223 Filling Vacancies
Replace BP/AR 0420 School Plans/Site Councils
Replace BP/AR 1312.3 Uniform Complaint Procedures
Replace BP 4040 Employee Use of Technology
Delete AR 4040 Employee Use of Technology
Add E 4040 Employee Use of Technology
Replace BP 4131 Staff Development
Replace AR 4161.8/4261.8/4361.8 Family Care and Medical Leave
Replace BP 4231 Staff Development
Replace AR 5121 Grades/Evaluation of Student Achievement
Replace BP/AR 5148 Child Care and Development
Replace BP/AR 5148.2 Before/After School Programs
Replace BP/AR 5148.3 Preschool/Early Childhood Education
Replace BP 6163.4 Student Use of Technology
Delete AR 6163.4 Student Use of Technology
Add E 6163.4 Student Use of Technology
Replace BB 9100 Organization
Replace BP 4133/4233/4333 Travel; Reimbursement
Replace BP 3350 Travel; Reimbursement

Motion: Hunt
Second: Pope

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

ADVANCE PLANNING

- a. *Future Meeting Dates:*
 - i. *Regular Meeting: Wednesday, October 21, 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: report on CAASPP*

ADJOURNMENT – 6:42 p.m.

Motion: Hunt
Second: Pope

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

Respectfully submitted,

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

Delrae Pope, Clerk
Board of Trustees

Adoption Date

Center Joint Unified School District

| | |
|--|--------------------------------------|
| Dept./Site: Superintendent's Office | AGENDA REQUEST FOR: |
| To: Board of Trustees | Action Item _____ |
| Date: October 21, 2015 | Information Item <u> X </u> |
| From: Scott A. Loehr, Superintendent | # Attached Pages _____ |
| Principal/Administrator Initials: _____ | |

SUBJECT: Educator Effectiveness Program Expenditure Plan

The district is required to develop and adopt an expenditure plan as a condition of receiving and spending the Educator Effectiveness Program. This plan was presented during a public meeting at the September 16, 2015. Attached is our proposed use of our plans.

RECOMMENDATION: The CJUSD Board of Trustees approve the Educator Effectiveness Program Expenditure Plan.

CONSENT AGENDA

Educator Effectiveness Program

Expenditure Plan

Background: The 2015-16 State Budget includes \$500 million for teacher and administrator professional development and network management training. Of that amount, \$490 million will be distributed to local educational agencies (LEAs) for “educator effectiveness” on a per certificated staff basis using fiscal year 2014-15 staffing data. School districts, county offices of education, charter schools, and state special schools are eligible to receive this funding.

As a condition of receiving and spending our portion of the funding, a district is required to develop and adopt an expenditure plan. This plan must be presented during a public meeting prior to its adoption at a subsequent meeting.

Districts are authorized to spend the Educator Effectiveness funds over three fiscal years beginning in the 2015-16 through the 2017-18. These funds are subject to our independent audit and are restricted to the following purposes:

- Beginning teacher and administrator support and mentoring, including programs that support new teacher and administrator ability to teach or lead effectively and to meet induction requirements adopted by the Commission on Teacher Credentialing;
- Professional development, coaching, and support services for teachers who have been identified as needing improvement or additional support;
- Professional development for teachers and administrators that is aligned to state-adopted content standards; and
- To promote educator quality and effectiveness that may include training on mentoring and coaching certificated staff to support effective teaching and learning.

CJUSD Funding Amount: It is projected to be just over \$300,000. The final apportionment amount is yet to be determined by the state.

Proposed Use of Funds

2015-16 School Year

- 1) Support District's BTSA Program
- 2) Support transition to the California State Standards....(Math and ELA primary focus)
- 3) Support CHS transition to the block schedule format beginning 2016-17
- 4) Support the implementation of differentiated instructional practices across the district
- 5) Support transition to the new ELD standards

2016-17 School Year

- 1) Support District's BTSA Program
- 2) Support first year of implementation at CHS of block schedule
- 3) Support transition to the California State Standards (Math, ELA, Science primary focus)
- 4) Support the implementation of differentiated instructional practices throughout the district
- 5) Support transition to the new ELD standards

2017-18 School Year

- 1) Support District's BTSA Program
- 2) Support transition to the California State Standards (Math, ELA, Science, and Social Studies primary focus)
- 3) Support the implementation of differentiated instructional practices throughout the district
- 4) Support transition to the new ELD standards

**CJUSD Professional Development Plan & Training
2015-2016**

| Training | Duration | Cost (\$344,250) |
|---|-------------------------------|---|
| SCOE presentation: K-8 teachers ELD Standards Overview | 1 time | \$500x20 participants \$25 for each participant over 20 5 site presentations <hr/> |
| SCOE Professional Development Interim Assessments | Fall 2015 (August-October) | \$4900 SCOE Sub Costs 15 teachers x (4 full days) (2 days split ½) <hr/> |
| SCOE presentation : C & I participants Designated & Integrated ELD overview | September 17, 2015 | \$500 |
| CHS/McClellan Staff Professional Development (engagement/increased learning time) Block Schedule focus | 2015-2016 | I can chat with Mike to see what he has planned and then have Jeanne pull it out |
| ELA Curriculum Adoption Committee | November 2015-May 2016 | Sub Costs possible 8 days 15 possible committee members |
| ELA Curriculum Adoption Implementation training | Summer 2016 | Teacher participation summer pay \$180 per day K-12 ELA teachers X 2 days |
| LTEL-Inside Curriculum Training | August 27, 2015 | \$1500 trainer fee 4 subs x 1 day |
| Illuminate training (K-12) | 2015-2016 | \$1500 x one day session |
| Evaluation admin/teacher committee training | 2015-2016 | \$10,000 - ask David |
| SITE workshop/training to support District Focus | 2015-2016 | \$10,000 (\$1200 x 4 elem) (\$2000 x WCR) (\$500 x MHS) (CHS x \$2700) |
| NSTA Conference/Science Center HS, McClellan HS, and Wilson C. Riles | October 22-24 | \$315 x participant 2 day sub cost x participant hotel and incidentals x |

| | | |
|---|------------------|-------------|
| | | participant |
| SCOE NGSS presentation 6th grade, WCR & CHS Science departments | October 19, 2015 | \$500 |

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Personnel Department

Action Item **X**

Date: October 21, 2015

Information Item

To: Board of Trustees

Attached Pages **1**

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

Subject: Classified Personnel Transactions

New Hire

Hannah Hammer, Cafeteria Worker
Kim Kelly, Instructional Assistant
Ashley Votaw, Transition Partnership Program Assistant
Amy Roenspie, Behavior Specialist II
Corajane Munoz, Office Assistant
Kaela Coble, Instructional Specialist PH/Autism

Resignation

Nancy Jensen, Transportation Supervisor

Retirement

Nellie Burnett, Bus Driver
Antonette Sabus, Library Technician

Recommendation: Approve Classified Personnel Transactions as Submitted

CONSENT AGENDA

Hannah Hammer has been hired as a Cafeteria Worker at Center High School effective September 21, 2015.

Kim Kelly has been hired as an Instructional Assistant at Dudley Elementary School effective September 23, 2015.

Ashley Votaw has been hired as a Transition Partnership Program Assistant at Center High School effective September 28, 2015.

Amy Roenspie has been hired as a Behavior Specialist II, District wide, effective October 1, 2015.

Corajane Munoz has been hired as an Office Assistant at Wilson Riles Junior High School effective October 12, 2015.

Kaela Coble has been hired as an Instructional Specialist PH/Autism effective October 12, 2015.

Nancy Jensen has resigned from her position as Transportation Supervisor effective September 10, 2015.

Nellie Burnett will retire from her position as a Bus Driver effective November 27, 2015.

Antonette Sabus will retire from her position as a Library Technician at North Country Elementary School effective December 31, 2015.

Center Joint Unified School District

AGENDA REQUEST FOR:

| | | | |
|-------------|--|------------------|-----------|
| Dept./Site: | Personnel Department | Action Item | <u>X</u> |
| Date: | October 21, 2015 | Information Item | <u> </u> |
| To: | Board of Trustees | # Attached Pages | <u>1</u> |
| From: | David Grimes, Director of Personnel and Student Services | | |

Subject: Certificated Personnel Transactions

New Hires

Ionut Plapamaru, Global Youth Charter School
Melissa Tackett-Oliver, Oak Hill Elementary School

Retirement

Victoria Nunes, Oak Hill Elementary School

Recommendation: Approve Certificated Personnel Transactions as Submitted

CONSENT AGENDA

New Hires

Ionut Plapamaru has been hired as a Math Teacher, Global Youth Charter School, effective September 9, 2015.

Melissa Tackett-Oliver has been hired as a Third Grade Teacher, Oak Hill Elementary School, effective October 12, 2015.

Retirement

Victoria Nunes has retired from her position as Third Grade Teacher, Oak Hill Elementary School, effective October 11, 2015.

Center Joint Unified School District

| | | | |
|--------------------|---|----------------------------|--------------|
| | | AGENDA REQUEST FOR: | |
| Dept./Site: | Special Education | Action Item | <u> X </u> |
| Date: | October 21, 2015 | Information Item | |
| To: | Board of Trustees | # Attached Pages | |
| From: | Scott A. Loehr Superintendent Initials: <u>S.L.</u> | | |

| | |
|--|--|
| SUBJECT: PROFESSIONAL SERVICE AGREEMENT | |
| CONSULTANT'S NAME: | Supported Life Institute / CTEC |
| COMPANY NAME (if applicable) | |
| SERVICE(S) TO BE RENDERED: | Provide consultation with school team and family to assist in determining appropriate augmentative and alternative communication (AAC) devices and/or strategies for students in Center Joint Unified School District, during the 2015/2016 fiscal year. |
| DATE(S) OF SERVICE: | 9/11/15 through 6/30/16 |
| PAYMENT PER HOUR: | \$129.00 |
| TOTAL AMOUNT OF CONTRACT: | \$ as needed |
| FUNDING SOURCE: | 01-6500-0-5800-102-5750-1180-003-000 |
| RECOMMENDATION: | CJUSD Board of Trustees approve Professional Service Agreement with: Supported Life Institute / CTEC |

CONSENT AGENDA



Center Unified School District
8408 Watt Avenue
Antelope, California 95843

PROFESSIONAL SERVICES AGREEMENT

This agreement for professional services is entered into this 11th day of September 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: Supported Life Institute / CTEC

Address: 1010 Hurley Way Ste 180 Sacramento CA 95825

Phone: (916) 921-5639 Taxpayer ID#: 68-0261184

*Full description of services to be provided:

Consultation with school team and family to assist in determining appropriate augmentative and alternative communication (AAC) devices and/or strategy for students

*Payment \$ 129.00 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: 9/11/2015 *Frequency of Service Dates: as needed

*Ending Date of Service: 6/30/2015

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 \$ open Budget # _____

Reason service cannot be provided by a District employee:

Signature of CONTRACTOR: [Signature]

Date: 9-11-15

Signature of District employee requesting service: _____

Date: _____

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)

Supported Life Institute

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax

classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☒ Exempt payee

☐ Other (see instructions) ▶

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

1010 Hurley way ste 180

City, state, and ZIP code

Sacramento, CA 95825

List account number(s) here (optional)

Requester's name and address (optional)

501(c)(3)

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

68-0261184

Part II Certification

Under penalties of perjury, I certify that:

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

[Signature]

Date ▶ 9-11-15

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:

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

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

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

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

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

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Special Education

Date: October 21, 2015

Action Item X

To: Board of Trustees

Information Item

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

Attached Pages

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.

Capitol Autism
Jabbergym Inc.

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**

TABLE OF CONTENTS

I. GENERAL PROVISIONS

| | |
|---|---|
| 1. MASTER CONTRACT | 1 |
| 2. CERTIFICATION AND LICENSES | 1 |
| 3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS | 2 |
| 4. TERM OF MASTER CONTRACT | 2 |
| 5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION | 3 |
| 6. INDIVIDUAL SERVICES AGREEMENT | 3 |
| 7. DEFINITIONS | 4 |

II. ADMINISTRATION OF CONTRACT

| | |
|--|----|
| 8. NOTICES | 5 |
| 9. MAINTENANCE OF RECORDS | 5 |
| 10. SEVERABILITY CLAUSE | 6 |
| 11. SUCCESSORS IN INTEREST | 6 |
| 12. VENUE AND GOVERNING LAW | 6 |
| 13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES | 6 |
| 14. TERMINATION | 6 |
| 15. INDEMNIFICATION AND HOLD HARMLESS | 7 |
| 16. INSURANCE | 7 |
| 17. INDEPENDENT CONTRACTOR | 9 |
| 18. SUBCONTRACTING | 9 |
| 19. CONFLICTS OF INTEREST | 10 |
| 20. NON-DISCRIMINATION | 11 |

III. EDUCATIONAL PROGRAM

| | |
|---|----|
| 21. FREE AND APPROPRIATE PUBLIC EDUCATION | 11 |
| 22. GENERAL PROGRAM OF INSTRUCTION | 11 |
| 23. INSTRUCTIONAL MINUTES | 12 |
| 24. CLASS SIZE | 13 |
| 25. CALENDARS | 13 |
| 26. DATA REPORTING | 14 |
| 27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT | 14 |
| 28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION | 14 |
| 29. MANDATED ATTENDANCE AT LEA MEETINGS | 15 |
| 30. POSITIVE BEHAVIOR INTERVENTIONS | 15 |
| 31. STUDENT DISCIPLINE | 16 |
| 32. IEP TEAM MEETINGS | 16 |

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

| | |
|--|----|
| 33. SURROGATE PARENTS | 17 |
| 34. DUE PROCESS PROCEEDINGS | 17 |
| 35. COMPLAINT PROCEDURES | 18 |
| 36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS | 18 |
| 37. TRANSCRIPTS | 19 |
| 38. LEA STUDENT CHANGE OF RESIDENCE | 19 |
| 39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM | 19 |
| 40. PARENT ACCESS | 19 |
| 41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT | 20 |
| 42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS | 20 |
| 43. STATE MEAL MANDATE | 21 |
| 44. MONITORING | 21 |
| IV. <u>PERSONNEL</u> | |
| 45. CLEARANCE REQUIREMENTS | 22 |
| 46. STAFF QUALIFICATIONS | 22 |
| 47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS | 23 |
| 48. STAFF ABSENCE | 24 |
| 49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME | 24 |
| V. <u>HEALTH AND SAFETY MANDATES</u> | |
| 50. HEALTH AND SAFETY | 25 |
| 51. FACILITIES AND FACILITIES MODIFICATIONS | 25 |
| 52. ADMINISTRATION OF MEDICATION | 25 |
| 53. INCIDENT/ACCIDENT REPORTING | 26 |
| 54. CHILD ABUSE REPORTING | 26 |
| 55. SEXUAL HARASSMENT/DISCRIMINATION | 26 |
| 56. REPORTING OF MISSING CHILDREN | 26 |
| VI. <u>FINANCIAL</u> | |
| 57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING AND BILLING PROCEDURES | 27 |
| 58. RIGHT TO WITHHOLD PAYMENT | 28 |
| 59. PAYMENT FROM OUTSIDE AGENCIES | 29 |
| 60. PAYMENT FOR ABSENCES | 29 |
| 61. INSPECTION AND AUDIT | 30 |
| 62. RATE SCHEDULE | 30 |
| 63. DEBARMENT CERTIFICATION | 31 |
| EXHIBIT A: RATES (NPS ONLY) | 33 |
| EXHIBIT B: RATES (NPA ONLY) | 36 |

LEA: CENTER JOINT UNIFIED

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: CAPITOL AUTISM
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 AUTISM (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 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. 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.¹

¹ 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).

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 (10th) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school and/or by the nonpublic agency; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366(a)(2)(B)(i) and (ii) 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 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year unless approved by 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 1st day of July 2015 and terminates at 5:00 P.M. on June 30, 2016, unless sooner terminated as provided herein.

CONTRACTOR
CAPITOL AUTISM

Nonpublic School/Agency

By:

Signature

Date

PAUL TRAGLIO, MANAGER

LEA
CENTER JOINT UNIFIED

By:


Signature

June 22, 2015

Date

By:

SCOTT A. LOEHR, SUPERINTENDENT

Notices to CONTRACTOR shall be addressed to:

PAUL TRAGLIO, MANAGER

Name and Title

CAPITOL AUTISM

Nonpublic School/Agency/Related Service Provider
1901 ROYAL OAKS DR., #201

Address

SACRAMENTO, CA 95815

City

State

Zip

916-923-1789, X207

916-923-1169

Phone

Fax

ptraglio@teamcas.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 AUTISM CONTRACTOR NUMBER 2015/16.11 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 – 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 | \$100/hr | June 30, 2016 |
| | b. Supervision | \$125/hr | June 30, 2016 |
| | 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**

TABLE OF CONTENTS

I. GENERAL PROVISIONS

| | |
|---|---|
| 1. MASTER CONTRACT | 1 |
| 2. CERTIFICATION AND LICENSES | 1 |
| 3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS | 2 |
| 4. TERM OF MASTER CONTRACT | 2 |
| 5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION | 3 |
| 6. INDIVIDUAL SERVICES AGREEMENT | 3 |
| 7. DEFINITIONS | 4 |

II. ADMINISTRATION OF CONTRACT

| | |
|--|----|
| 8. NOTICES | 5 |
| 9. MAINTENANCE OF RECORDS | 5 |
| 10. SEVERABILITY CLAUSE | 6 |
| 11. SUCCESSORS IN INTEREST | 6 |
| 12. VENUE AND GOVERNING LAW | 6 |
| 13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES | 6 |
| 14. TERMINATION | 6 |
| 15. INDEMNIFICATION AND HOLD HARMLESS | 7 |
| 16. INSURANCE | 7 |
| 17. INDEPENDENT CONTRACTOR | 9 |
| 18. SUBCONTRACTING | 9 |
| 19. CONFLICTS OF INTEREST | 10 |
| 20. NON-DISCRIMINATION | 11 |

III. EDUCATIONAL PROGRAM

| | |
|---|----|
| 21. FREE AND APPROPRIATE PUBLIC EDUCATION | 11 |
| 22. GENERAL PROGRAM OF INSTRUCTION | 11 |
| 23. INSTRUCTIONAL MINUTES | 12 |
| 24. CLASS SIZE | 13 |
| 25. CALENDARS | 13 |
| 26. DATA REPORTING | 14 |
| 27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT | 14 |
| 28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION | 14 |
| 29. MANDATED ATTENDANCE AT LEA MEETINGS | 15 |
| 30. POSITIVE BEHAVIOR INTERVENTIONS | 15 |

| | |
|-----------------------|--|
| 1. STUDENT DISCIPLINE | |
| 32. IEP TEAM MEETINGS | |

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

| | |
|--|----|
| 33. SURROGATE PARENTS | 17 |
| 34. DUE PROCESS PROCEEDINGS | 17 |
| 35. COMPLAINT PROCEDURES | 18 |
| 36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS | 18 |
| 37. TRANSCRIPTS | 19 |
| 38. LEA STUDENT CHANGE OF RESIDENCE | 19 |
| 39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM | 19 |
| 40. PARENT ACCESS | 19 |
| 41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT | 20 |
| 42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS | 20 |
| 43. STATE MEAL MANDATE | 21 |
| 44. MONITORING | 21 |
| IV. <u>PERSONNEL</u> | |
| 45. CLEARANCE REQUIREMENTS | 22 |
| 46. STAFF QUALIFICATIONS | 22 |
| 47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS | 23 |
| 48. STAFF ABSENCE | 24 |
| 49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME | 24 |
| V. <u>HEALTH AND SAFETY MANDATES</u> | |
| 50. HEALTH AND SAFETY | 25 |
| 51. FACILITIES AND FACILITIES MODIFICATIONS | 25 |
| 52. ADMINISTRATION OF MEDICATION | 25 |
| 53. INCIDENT/ACCIDENT REPORTING | 26 |
| 54. CHILD ABUSE REPORTING | 26 |
| 55. SEXUAL HARASSMENT/DISCRIMINATION | 26 |
| 56. REPORTING OF MISSING CHILDREN | 26 |
| VI. <u>FINANCIAL</u> | |
| 57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING AND BILLING PROCEDURES | 27 |
| 58. RIGHT TO WITHHOLD PAYMENT | 28 |
| 59. PAYMENT FROM OUTSIDE AGENCIES | 29 |
| 60. PAYMENT FOR ABSENCES | 29 |
| 61. INSPECTION AND AUDIT | 30 |
| 62. RATE SCHEDULE | 30 |
| 63. DEBARMENT CERTIFICATION | 31 |
| EXHIBIT A: RATES (NPS ONLY) | 33 |
| EXHIBIT B: RATES (NPA ONLY) | 36 |

LEA: CENTER JOINT UNIFIED

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: JABBERGYM 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 JABBERGYM (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 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. 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.¹

¹ 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).

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 (10th) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school and/or by the nonpublic agency; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366(a)(2)(B)(i) and (ii) 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 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year unless approved by 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 1st day of July 2015 and terminates at 5:00 P.M. on June 30, 2016, unless sooner terminated as provided herein.

CONTRACTOR
JABBERGYM

Nonpublic School/Agency

By:

Signature

Date

CONTRACTOR, JABBERGYM INC.

LEA
CENTER JOINT UNIFIED

By:

Signature

June 22, 2015

Date

By:

SCOTT A. LOEHR, SUPERINTENDENT

Notices to CONTRACTOR shall be addressed to:

Name and Title

JABBERGYM, INC

Nonpublic School/Agency/Related Service Provider
151 N. SUNRISE AVE, SUITE 1105

Address

ROSEVILLE, CA 95661

City

State

Zip

916-771-8255

916-771-8211

Phone

Fax

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 JABBERGYM INC. CONTRACTOR NUMBER 2015/16.12 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 | \$95/hr | June 30, 2015 |
| | 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 (Eval) | \$375.00 | June 30, 2015 |
| (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 | _____ | _____ |
| | b. Supervision | _____ | _____ |
| | 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: October 21, 2015
 To: Board of Trustees
 From: Scott Loehr, Superintendent
 Initials: S.L.

Action Item ☒ X
 Information Item
 # Attached Pages

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 - 174 | Aldar Academy | \$ 27,982.00 |
| 2015/16 - 175-179 | American River Speech | \$ 6,248.00 |
| 2015/16 - 180 | Bright Futures Therapy | \$ 600.00 |
| 2015/16 - 181 | C.T.E.C | \$ 1,161.00 |
| 2015/16 - 182 | Capitol Autism | \$ 1,275.00 |
| 2015/16 - 183 | Easter Seal Society of CA | \$ 420.00 |
| 2015/16 - 184 | Jabbergym, Inc. | \$ 3,985.00 |

RECOMMENDATION: CJUSD Board of Trustees to ratify Individual Services Agreements for the 2015/2016 school year.

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Curriculum

Date: October 21, 2015

To: Board of Trustees

From: Rebecca Lawson
Coordinator of Curriculum

Attached Pages

Initials: RL

Action Item X

Information Item

SUBJECT: 2015/2016 SCOE Let's Get Started with California's ELD Standards Workshop

Please approve the Memorandum of Understanding (MOU)-Agreement #0883 between Sacramento County Office of Education and Center JUSD, to provide one 2-hour Let's Get Started with California's ELD Standards workshop to forth grade 7-8 teachers and administrators in Center Joint Unified School District during the 2015/16 fiscal year.

RECOMMENDATION: CJUSD Board of Trustees to approve 2015/16 SCOE SCOE Let's Get Started with California's ELD Standards Workshop

MEMORANDUM OF UNDERSTANDING
Agreement EMS #0882

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

The purpose of this MOU is to detail the roles and responsibilities of **SCOE** and the **District** in regards to delivering instructional support services to 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:
Tamara Wilson
916.228.2350
twilson@scoe.net
Services provided by:
Christine Anderson
916.228.2634
canderson@scoe.net
2. Provide one 2-hour *Let's Get Started with California's ELD Standards* workshop to forty grade 7-8 teachers and administrators.
 - November 2, 2015, 1:30 p.m. – 3:30 p.m.
3. Location of the service
Wilson C. Riles Middle School
4747 PFE Road
Roseville, CA 95747
4. Provide an evaluation of services.
5. Provide training materials. All instructional materials provided by **SCOE** are copyrighted.
6. Invoice **District** upon completion of services to:
Center Unified School District
8408 Watt Avenue
Antelope, CA 95843

District agrees to:

1. Provide a primary contact person for all work under this MOU.
Allison Kent, Academic Coordinator
WC Riles Middle School
916.787.8100 x1121
akent@centerusd.org

MEMORANDUM OF UNDERSTANDING, Agreement EMS #0882

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 and table supplies.
7. Provide requested materials for participants (e.g., Teacher's Edition).
8. Remit payment to SCOE within 60 days of invoicing.

Estimated Total: \$1,000.00

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 Unified School District
Rebecca Lawson, Coordinator
Curriculum and Instruction

Signature Date

Signature Date

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Curriculum

Date: October 21, 2015

Action Item X

To: Board of Trustees

Information Item

From: Rebecca Lawson 
Coordinator of Curriculum

Attached Pages

Initials: _____

SUBJECT: 2015/2016 SCOE Next Generation Science Standards (NGSS) Introduction Workshop

Please approve the Memorandum of Understanding (MOU)-Agreement #0882 between Sacramento County Office of Education and Center JUSD, to provide one 2-hour Next Generation Science Standards (NGSS) Introduction workshop to middle and high school science teachers at Center Joint Unified School District during the 2015/16 fiscal year.

RECOMMENDATION: CJUSD Board of Trustees to approve 2015/16 SCOE Next Generation Science Standards (NGSS) Introduction Workshop

CONSENT AGENDA

MEMORANDUM OF UNDERSTANDING
Agreement EMS #0882

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

The purpose of this MOU is to detail the roles and responsibilities of SCOE and the District in regards to delivering instructional support services to 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: | Services provided by: |
| Phil Romig | Phil Romig |
| 916.228.2275 | 916.228.2275 |
| promig@scoe.net | promig@scoe.net |
2. Provide one 2-hour Next Generation Science Standards (NGSS) Introduction workshop to middle and high school science teachers.
 - October 19, 2015, 2:00 p.m. – 4:00 p.m.
3. Location of the service

Center Unified School District, Room 4
8408 Watt Avenue
Antelope, CA 95843
4. Provide an evaluation of services.
5. Provide training materials. All instructional materials provided by SCOE are copyrighted.
6. Invoice District upon completion of services to:

Center Unified School District
8408 Watt Avenue
Antelope, CA 95843

District agrees to:

1. Provide a primary contact person for all work under this MOU.

Allison Kent, Academic Coordinator
WC Riles Middle School
916.787.8100 x1121
akent@centerusd.org

MEMORANDUM OF UNDERSTANDING, Agreement EMS #0882

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 and table supplies.
7. Provide requested materials for participants (e.g., Teacher's Edition).
8. Remit payment to SCOE within 60 days of invoicing.

Estimated Total: \$500 plus, \$25 for each additional participant over 20 attendees.

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 Unified School District
Rebecca Lawson, Coordinator
Curriculum and Instruction

Educational Services



Signature



Date

Signature Rebecca Jern Date 10-12-15

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Instructional Services

Date: October 21, 2015

Action Item X

To: Board of Trustees

Information Item

From: Scott A. Loehr
Superintendent

Attached Pages

Initials: S.L.

SUBJECT: Reliance Communications (School Messenger)

Please provide approval of Reliance Communications – School Messenger Complete 12 month Unlimited Notification Service to be renewed in Center Joint Unified School District during the 2015/16 fiscal year.

Reliance Communications helps schools and school districts enhance communication among parents, students, teachers and administrators.

RECOMMENDATION:

CJUSD Board of Trustees ratify Reliance Communications – School Messenger

CONSENT AGENDA

SchoolMessenger Renewal Authorization

ACCOUNT INFORMATION

District Name: Center Unified School District - 00107849

Renewal Rate: \$ 6,811.00

Authorization Date: October 6, 2015

Renewal Quote: 76021

Renewal Date: December 30, 2015

ACKNOWLEDGEMENTS

Reliance Communications, LLC d/b/a SchoolMessenger ("Provider") will continue to provide the district named above ("Client") with the online communications applications further described in the Reference Quote subject to the following terms and conditions:

Order Authorization Terms.

The terms and conditions available at www.schoolmessenger.com/webterms will apply to this order authorization, unless the parties have entered into a separate mutually executed agreement, or Client is purchasing under a cooperative purchasing agreement. The terms of this order will govern any conflict with the above-mentioned terms, and Client's issuance of a purchase order for any or all of the items described in the Reference Quote will constitute acknowledgement and acceptance of such terms. No additional terms in Customer's purchase order will apply.

Term and Termination.

This Agreement will commence on the Service Start Date and continue for 12 months (the "Initial Term"), and then will automatically renew for successive one year periods unless either party provides written notice of its desire not to renew at least 30 days prior to the end of the then-current term. If the Initial Term extends beyond one year, the Client may terminate this agreement for convenience on the one year anniversary of the Service Start Date, and each one year anniversary thereafter, by providing written notice to Provider at least 30 days prior to the end of the then-current term.

Limited Warranty and Limitation of Liability.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, PROVIDER MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES, AND PROVIDER EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. PROVIDER EXPRESSLY DENIES ANY REPRESENTATION OR WARRANTY ABOUT THE ACCURACY OR CONDITION OF DATA OR THAT THE SERVICES OR RELATED SYSTEMS WILL OPERATE UNINTERRUPTED OR ERROR-FREE.

NO CAUSE OR ACTION WHICH ACCRUED MORE THAN TWO (2) YEARS PRIOR TO THE FILING OF A SUIT ALLEGING SUCH CAUSE OF ACTION MAY BE ASSERTED UNDER THIS AGREEMENT BY EITHER PARTY.

EXCEPT FOR THE PARTIES' PAYMENT OBLIGATIONS, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OR LOSS OF GOODWILL, DATA OR PROFITS, OR COST OF COVER. THE TOTAL LIABILITY OF PROVIDER FOR ANY REASON, SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID TO PROVIDER BY CLIENT UNDER THE ORDER APPLICABLE TO THE EVENT GIVING RISE TO SUCH ACTION DURING THE SIX (6) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY. THE LIMITS ON LIABILITY IN THIS SECTION SHALL APPLY IN ALL CASES INCLUDING IF THE APPLICABLE CLAIM ARISES OUT OF BREACH OF EXPRESS OR IMPLIED WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR STRICT PRODUCT LIABILITY, AND EVEN IF THE PARTY HAS BEEN ADVISED THAT SUCH DAMAGES ARE POSSIBLE OR FORESEEABLE.

Agreed and Acknowledged by the following who is authorized to sign on behalf of the Client:

Signature:
(or initials if signing electronically)

Name:

Date

Title:

RELIANCE COMMUNICATIONS

Reliance Communications, LLC.

SchoolMessenger
11808 Miracle Hills Drive
Omaha NE 68154
United States
PH: 888-527-5225 | FAX: 800-360-7732


 SCHOOLMESSENGER®

RECEIVED
10/8/15 PJL

Date 10/6/2015
Renewal Quote # 76021
Expires 11/30/2015
Type
Representative AM Heather Wilson

Prepared for:

Accounts Payable
Center Unified School District
8408 Watt Avenue
Antelope CA 95843-9116
United States

| Item | Quantity | Description | Unit Price | Amount |
|---------------|----------|--|---|----------|
| R-SM Complete | 1 | Renewal SchoolMessenger Complete -- 12-month Unlimited Notification Service Avoid possible interruption in service. Purchase Order or payment required 30 days prior to account expiration. | 6,811.00 | 6,811.00 |
| | | |  | |

Thank you for your order!
Please make checks payable to: Reliance Communications, LLC.

Total \$6,811.00

The terms and conditions available at www.schoolmessenger.com/webterms apply to this Quote, unless the parties have entered into a separate mutually executed agreement, or Client is purchasing under a cooperative purchasing agreement.



*Center Joint Unified
School District*

| | |
|--|---|
| AGENDA REQUEST FOR: | |
| Dept./Site: Superintendent's Office | Action Item <u> X </u> |
| To: Board of Trustees | Information Item <u> </u> |
| Date: October 21, 2015 | # Attached Pages <u> 4 </u> |
| From: Scott A. Loehr, Superintendent | |
| Principal/Administrator Initials: <u> </u> | |

SUBJECT: Approve Memorandum of Understanding Between Sacramento County Office of Education (SCOE), Sly Park Environmental Education Center and Center Joint Unified School District for Participation in the Sly Park Environmental Education Program

This MOU allows CJUSD schools to use the Sly Park Environmental Education Center Campus during the 2015/2016 school year.

RECOMMENDATION: CJUSD Board of Trustees Approve Memorandum of Understanding Between Sacramento County Office of Education (SCOE), Sly Park Environmental Education Center and Center Joint Unified School District for Participation in the Sly Park Environmental Education Program.

CONSENT AGENDA

Memorandum of Understanding

Between

Sacramento County Office of Education (SCOE), Sly Park Environmental Education Center (Sly Park) and Center Joint Unified School District (District)

Whereas Sacramento County Office of Education (SCOE), Sly Park Environmental Education Center (Sly Park) and Center Joint Unified School District (District) understand and mutually agree to the following statements of understanding.

Section I – Purpose

The purpose of this Memorandum of Understanding (MOU) is to establish and define the relationship between Sly Park and the District. Whereas Sacramento County Office of Education (SCOE) offers an Outdoor Environmental Education program at its Sly Park campus and the district desires the opportunity to offer participation in such program to its students.

Sly Park Environmental Education Center is located approximately 60 miles east of Sacramento in the Sierra Nevada Mountains. Site elevation is approximately 3500 feet in forested foothill terrain. Sly Park involves students in a variety of activities in all weather conditions, including rain, snow, and ice. Standardized, well-balanced meals are provided. Students sleep on bunks in cabins shared with other students. Bathroom facilities are located in the living quarters. The students reside at Sly Park for three, four, or five days.

Section II – Responsibilities

The District shall:

- A. Comply with the terms of this Agreement and the rules and regulations of Sly Park, as well as the rules and regulations of the USDA Forest Service, and all applicable County, State, and Federal laws. The District shall also require participating District schools to comply with this Agreement, the rules and regulations of the USDA Forest Service, and all applicable County, State, and Federal laws.
- B. Arrange for transportation of program participants, staff, chaperones, and their belongings to and from the Sly Park Campus.
- C. Provide and maintain during the District schools' stay on the Sly Park Campus, one (1) Certificated Teacher for each 34 students from the participating school.

- D. Provide adequate adult supervision for any children in attendance by maintaining an Adult Chaperone to Child ratio of one (1) adult for every 12 children; this shall include 1 female chaperone for each 12 female participants and 1 male chaperone for each 12 male participants.
- E. The District may utilize High School students, age 16-18, as Chaperones, but the minor Chaperones may not account for more than 50% of the 12:1 male or female chaperone ratio.
- F. Each District School Teacher, Adult Chaperone, and Minor Chaperone shall be available to assist in supervising students, at the direction of the Sly Park Director. In the event that a teacher or chaperone is not available, SCOE/Sly Park reserves the right to hire a SCOE approved individual to assist in supervision. Costs incurred for supervision services will be the responsibility of the District.
- G. Require District employees and Adult chaperones having contact with District students participating in the Sly Park Program to be fingerprinted and pass a criminal record background check.
- H. Agree to pay full program rate for adults residing on campus, who are not acting as a Visiting Teacher or Chaperone as outlined in Paragraphs C or D above or who are in excess of the appropriate ratio expressed therein.
- I. Ensure students are adequately prepared for resident life on the Sly Park Campus, including the possibility of inclement weather. Each Chaperone, Staff, and Student must furnish a sleeping bag, or blankets and sheets, as well as clothing appropriate for hiking activities and weather. Suggested supplies are included in Exhibit A – Sly Park Packing List.
- J. Ensure that the parent/guardian of each registered student completes and signs all required forms, included in Exhibit B – Student Registration Form and Medication Authorization Form.
- K. Provide Medical Care and/or Medication Administration to District Students while on the Sly park Campus in accordance with District procedures. Sly Park staff will not be responsible for administration of medication to students.
- L. Adhere to the Sly Park Visitor Policy included in Exhibit C – Sly Park Visitor Policy.
- M. Not discriminate on the basis of race, religion, sex, national origin, age, and/or handicap.
- N. Refrain from bringing any alcohol, tobacco, weapons, or illegal substances onto Sly Park Campus.

SCOE/Sly Park shall:

- O. Provide an open enrollment period for schools/districts wishing to reserve space at Sly Park which is equitable and first-requested, first-reserved, without favor or discrimination.
- P. Provide an Outdoor Environmental Education Program, including Curriculum and Outdoor Activities led by certificated instructors.
- Q. Provide lodging and food for Students, Chaperones, and District Teachers participating in accordance with the adult to student ratios outlined in Paragraphs C and D above.
- R. Through campus authority of Sly Park Director, maintain authority and responsibility with respect to the conduct of District schools and participants while attending Sly Park Environmental Education Program.

- S. Upon availability, accept requests to increase a District school's student attendance by an amount of up to 10% of the school's original reserved number of students when such request is made in writing ten (10) business days prior to arrival.

Section III – Campus Condition

- T. The District schools shall leave the Sly Park Campus in the same condition as when it arrived, reasonable wear and tear exempted and shall reimburse Sly Park for actual costs of any repairs necessitated by damage caused by the District's schools, pupils, chaperones, teachers, or other persons attending Sly Park in conjunction with the participating District School. Damage may also result in District or school being refused participation in the Sly Park Environmental Education Program in the future.

Section IV – Payment

- U. Participating Districts/schools shall be responsible for payment of a non-refundable deposit of \$20.00 per reserved student (\$50.00 per student for programs taking place on a Saturday or Sunday). Deposit will secure reserved week. Deposits not paid within 40 days of mailing of Deposit Invoice are subject to Reservation cancellation by Sly Park. Deposit is applied to final invoice.
- V. Schools can make alterations to their reserved student number at any time prior to **May 1** for Reservations occurring between August 1 and December 31 and prior to **September 30** for reservations occurring between January 1 and June 15. The District shall be billed and agrees to pay, for the actual number of students who attend Sly Park, but no fewer than 90% of the number of students reserved as of the established deadline for changes.
- W. Programs receiving exclusive use of the facility have an additional requirement that their minimum payment will not fall below seventy-five (75) students.
- X. Should the District, or participating school, regardless of reason, make a decision to cancel a reservation which has been confirmed with a deposit, the District shall be billed and agrees to pay a cancellation fee equal to full program costs for 75% of the original number of reserved students.
- Y. Program costs for 15/16 school year are to be as follows per student and adult in excess of ratio outlined in Section II, Paragraph D:
 - a. 5 Day / 4 Night Program: \$235.00
 - b. 4 Day / 3 Night Program: \$200.00
 - c. 3 Day / 2 Night Program: \$165.00
- Z. District agrees to approve and authorize to pay within 30 days all invoices submitted by Sly Park/SCOE associated with the execution of program responsibilities outlined in Section II, Paragraphs A -L.

Section VI – Indemnification

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

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

Section VII – Insurance

CC. District shall maintain in full force and effect during program and occupation of Sly Park a comprehensive general liability insurance policy in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence. All insurance policies shall name SCOE, its officers, employees, and agents, as additional insured.

DD. District shall furnish Sly Park with a copy of proof of insurance prior to Organization's occupancy of Sly Park.

Section IX – Non-Assignment

This Agreement may not be transferred or assigned without the express written consent of SCOE.

Section VIII-Termination:

MOU may be cancelled at anytime by mutual agreement of both parties under the condition that all invoices and outstanding obligations are paid in full before termination.

Upon signature, the duly authorized representatives of each party agree to the above statements of understanding.

Sacramento County Office of Education
10474 Mather Blvd.
PO Box 269003
Sacramento, CA 95826

Center Joint Unified School District
8408 Watt Ave.
Antelope, CA 95843

Kris Pamintuan Date
Director
Sly Park Environmental Education Center

Scott A. Loehr Date
Superintendent

Exhibit A – Packing List

| WHAT TO BRING | |
|---|--|
| <u>Required Items</u> Sleeping bag or 2 sheets & 2 blankets Pillow & pillowcase 2-5 pairs of pants 5 shirts 5 sets of underwear 5 pairs of socks (extra in winter) Pajamas 1 jacket or coat 2-3 sweaters/sweatshirts/hoodies Plain shirt for silkscreening Rain poncho or waterproof raincoat Gloves Beanie 2 pairs of hiking shoes Snow boots if snow is possible Bath towel, hand towel & washcloth Toothbrush & toothpaste Soap & shampoo/conditioner Comb or brush Water bottle 2 large plastic bags (for dirty clothes) | <u>Optional/Suggested Items</u> Fitted sheet Extra blanket Shower shoes/flip flops Slippers Lip balm Hand lotion Sunscreen Insect repellent (non-aerosol) Deodorant (non-aerosol) Backpack Disposable camera (digital cameras not recommended) Stamps for letters home Deck of cards Books/magazines Non-electronic games Flashlight Earplugs |
| Watch the weather reports and pack accordingly | |

| DO NOT BRING |
|---|
| Knives or dangerous objects Clothing inappropriate for school Aerosol sprays Valuable items Cell phones Candy, gum, snacks Hair dryers, curling irons, or straighteners |

If your child leaves something behind call 916-228-2485.
 Sly Park is not responsible for lost, misplaced, or stolen items.



| | | |
|--|--|--|
| | | |
|--|--|--|

STUDENT REGISTRATION FORM

| | |
|---|--|
| Student Name: _____ | School: _____ |
| Address: _____ | Teacher: _____ |
| City: _____ Zip: _____ | Date of Birth: ____/____/____ <input type="checkbox"/> Male <input type="checkbox"/> Female |
| Health Insurance Co.: _____ | Policy Number: _____ |
| Parent/Guardian Name: _____ | Cell/Home Phone: _____ |
| Attending as Chaperone: <input type="checkbox"/> Yes <input type="checkbox"/> No | Work Phone: _____ |
| Which days?: <input type="checkbox"/> Mon <input type="checkbox"/> Tues <input type="checkbox"/> Wed <input type="checkbox"/> Thurs <input type="checkbox"/> Fri | |
| Parent/Guardian Name: _____ | Cell/Home Phone: _____ |
| Attending as Chaperone: <input type="checkbox"/> Yes <input type="checkbox"/> No | Work Phone: _____ |
| Which days?: <input type="checkbox"/> Mon <input type="checkbox"/> Tues <input type="checkbox"/> Wed <input type="checkbox"/> Thurs <input type="checkbox"/> Fri | |

PERSONS TO CONTACT IN AN EMERGENCY IF PARENT/GUARDIAN CANNOT BE REACHED:

| | |
|-----------------------------------|-------------------------------|
| Name: _____ | Cell/Home Phone: _____ |
| Relation to Student: _____ | Work Phone: _____ |
| Name: _____ | Cell/Home Phone: _____ |
| Relation to Student: _____ | Work Phone: _____ |

STUDENT HEALTH INFORMATION

Does the student have a recent history of any of the following? Check if "yes"

| | |
|--|--|
| Allergies to: <input type="checkbox"/> Bee stings/insect bites <input type="checkbox"/> Food: _____ <input type="checkbox"/> Medication: _____ | Other: <input type="checkbox"/> Exposure to any contagious disease (chicken pox, measles, etc.) during the last month: _____ <input type="checkbox"/> Fainting <input type="checkbox"/> Heart Condition: _____ <input type="checkbox"/> Epilepsy or seizure disorder Date of last seizure: _____ <input type="checkbox"/> Diabetes <input type="checkbox"/> Recent broken bone or surgery: _____ <input type="checkbox"/> Recently ill: _____ |
| Other: <input type="checkbox"/> ADD <input type="checkbox"/> ADHD <input type="checkbox"/> Asthma <input type="checkbox"/> Nosebleeds <input type="checkbox"/> Headaches <input type="checkbox"/> Migraines <input type="checkbox"/> Sleepwalking <input type="checkbox"/> Bedwetting <input type="checkbox"/> Bowel Problems/Constipation | |
| Is there any medical reason for limiting or accommodating your child's activities?: _____ | |
| Are your child's vaccinations up to date? <input type="checkbox"/> Yes <input type="checkbox"/> No Date of last tetanus shot: _____ | |

PLEASE COMPLETE BOTH SIDES OF THIS FORM

Student Name: _____

School: _____

PHOTOS

Sacramento County Office of Education (SCOE) and/or Sly Park Environmental Education Center (Sly Park), or representatives from the media or other education-related groups, may wish to photograph and/or interview students in connection with the Sly Park program.

By signing below, I give permission for my child (named above) to be photographed, videotaped, and/or interviewed by SCOE, Sly Park, Friends of Sly Park, representatives from the media, or other education-related groups for the purpose of publicizing SCOE and/or Sly Park, developing educational materials, or reporting on SCOE and/or Sly Park events of community interest. I relinquish all rights or interest in any photograph, recording, film, or tape which may be used for educational purposes or any other lawful purpose.

➡ Parent/Guardian Signature: _____ Date: _____

AUTHORIZATION FOR STUDENT ATTENDANCE AT SLY PARK ENVIRONMENTAL EDUCATION CENTER

STUDENT BEHAVIOR STANDARDS

To have a safe and enjoyable stay at Sly Park Environmental Education Center, every student is expected to adhere to the rules and standards of behavior listed below:

1. Be respectful to other students, teachers, cabin chaperones, and staff; be respectful of the environment and the facilities.
2. Be courteous and polite at all times.
3. Leave the following items at home: food, candy, gum, cell phones, electronics, and weapons.
4. Stay within the Sly Park boundaries unless accompanied by a teacher. Walk at all times.
5. Do not enter any other cabins other than the student's assigned cabin. Do not take other people's belongings.
6. Do not fight or use inappropriate or offensive language. Do not push, shove, or hit another person.
7. Listen to and follow the directions of the cabin leader and all teachers.
8. Follow all Sly Park safety rules.

Failure to follow standards set at Sly Park Environmental Education Center will result in disciplinary measures up to and including the student being sent home at the expense of his/her parent/guardian.

TRANSPORTATION

By signing the AUTHORIZATION below, I acknowledge that I may be contacted to transport my student home due to illness or misconduct.

STUDENTS WITH SPECIAL NEEDS OR CONDITIONS

If a one-on-one aide is required, either the school or the parent will provide said aide to accompany the child at all times. If specialized physical healthcare services are required, either the school or the parent will provide said services.

MEDICAL TREATMENT

If a serious emergency arises, it might be necessary for a physician to attend to your child before the staff can contact you. Such care can be provided only if you sign the AUTHORIZATION below.

In the event of illness or injury, I do hereby consent to whatever x-ray, examination, anesthetic, medical, surgical or dental diagnosis or treatment and hospital care are considered necessary in the best judgment of the attending physician, surgeon, or dentist and performed by or under supervision of a member of the medical staff of the hospital or facility furnishing medical or dental services. Further, as a parent or guardian of a student who will be attending Sly Park Environmental Education Center (Sly Park), I understand that Sly Park, being an outdoor school, is not the same physical environment as a traditional school. There are certain inherent hazards associated with attending Sly Park, including natural and man-made conditions at the site which may result in physical injury, harm, damage or death. I understand that Sacramento County Office of Education makes no warranty or guarantee of my/my child's safety or security.

I hold Sacramento County Office of Education, its officers, agents and employees, harmless from any and all liability or claim which may arise out of or in connection with my/my child's participation in Sly Park and I waive all claims against Sacramento County Office of Education for injury, accident, illness or death occurring during or by reason of my/my child's participation at Sly Park (Education Code 35330).

Sly Park Environmental Education Center is located approximately 60 miles east of Sacramento in the Sierra Nevada Mountains. Site elevation is approximately 3500 feet in forested foothill terrain. Sly Park involves students in a variety of activities in all weather conditions, including rain, snow, and ice. Standardized, well-balanced meals are provided. Students sleep on bunks in cabins shared with other students. Bathroom facilities are located in the living quarters. The students reside at Sly Park for three, four, or five days.

I have read and completed both sides of this form. I understand the unique nature of Sly Park Environmental Education Center and its activities. As the parent/legal guardian of the above named student, by signing this AUTHORIZATION I hereby give permission for my child to participate in the Sly Park Environmental Education program.

➡ Parent/Guardian Signature: _____ Date: _____

FIELD TRIP MEDICATION AUTHORIZATION FORM

**PLEASE COMPLETE BOTH
SIDES OF THIS FORM**

Student Name: _____ Date of Birth: _____ Allergies: _____
 School: _____ Teacher Name: _____ Field Trip Dates: ____/____/____ - ____/____/____
 Parent/Guardian Name(s): _____ Parent/Guardian Phone Number(s): _____

If you are sending prescriptive or non-prescriptive medication, vitamins, supplements, etc., for your student then you *must*: 1) indicate the type of medication/s, vitamins, supplements, etc., below; 2) sign where indicated; and 3) obtain your doctor's signature. **PLEASE NOTE:** You must ensure that all medications are FDA approved for use in this manner, properly labeled, and *in their original containers*. For students to be given these medications **BOTH** parent **AND** physician signatures are required at the bottom of this form.

SECTION 1: PRESCRIPTION MEDICATION

| Medication | Dose | Method (e.g., by mouth, etc.) | Time(s) | Possible side effects that need to be reported to the physician (e.g., allergic reaction) | Permission to carry? |
|------------|------|-------------------------------------|---------|--|-------------------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

SECTION 2: OVER-THE-COUNTER (OTC) MEDICATION(S)

The above named student is approved to use the following medications in accordance with the directions on the packaging. Parent/Guardian to check yes or no. **PLEASE NOTE: OTC medication(s) will NOT be administered without parent and physician signatures.**

STUDENT AGE: _____

STUDENT WEIGHT: _____

| Medication | As Needed for | Yes | No | Medication | As Needed for | Yes | No |
|--------------------------|------------------------|-----|----|--------------------------|-----------------------|-----|----|
| Ibuprofen/Motrin/Advil | Pain | | | Antiseptic Towelettes | Wound Care | | |
| Acetaminophen/Tylenol | Pain | | | Antibiotic Ointment | Cut or Abrasion | | |
| Diphenhydramine/Benadryl | Allergic Reaction/Rash | | | Hydrogen Peroxide | Wound Care | | |
| Cough Drops | Cough or Sore Throat | | | Anti-Itch Lotion | Itching | | |
| Decongestant | Stuffy Nose | | | Insect Bite/Sting Relief | Bug Bites | | |
| Antacid | Upset Stomach | | | Petroleum Jelly | Dry Skin/Chapped Lips | | |
| Saline Eye Wash | Eye Irritation | | | Burn Relief Cream | Sunburn | | |
| | | | | Sunscreen | Sun Protection | | |

Comments: _____

SECTION 3: STUDENT RESTRICTIONS

Is there any reason for limiting or accommodating your student's activities? (e.g., Asthma, Weight Restrictions etc.): _____

Please list any food allergies, dietary restrictions or concerns: _____

SECTION 4: PARENT CONSENT AND AUTHORIZATION

I (we), the undersigned, the parent(s)/guardian(s) of the above named student, request my (our) student be assisted with or administered the medication listed above in accordance with the California Education Code.

- I will:
1. Provide all prescription medications, supplies and equipment.
 2. Notify the school if there is a change in the student's health status or attending physician.
 3. Notify the school immediately and provide a new consent for any changes in the doctor's orders.
 4. I ACKNOWLEDGE IF MY STUDENT HAS PRIOR WRITTEN PERMISSION TO CARRY AND ADMINISTER HIS/HER OWN MEDICATION (i.e., Inhaler, Epi-Pen, Glucagon) IT MUST BE ON HIS/HER PERSON IN ORDER TO ATTEND A FIELD TRIP.

I authorize the school to communicate with the Authorized Health Care provider when necessary in regards to the above medication/medical condition.

I hereby authorize a school nurse or trained unlicensed designated school personnel to administer or assist in the administration of the above prescription medications, over-the counter medications (as needed), and/or first-aid treatment (as needed).

➡ **PARENT/GUARDIAN SIGNATURE:** _____ **DATE:** _____

SECTION 5: PHYSICIAN CONSENT AND AUTHORIZATION

My signature below provides the authorization for the above written orders. I understand that all procedures will be implemented in accordance to CA state laws and regulations. I understand that a school nurse or trained unlicensed designated school personnel may administer or assist in the administration of the above medication/s. This authorization is valid for one year. If changes are indicated, I will provide new written authorization (may be faxed).

➡ **PHYSICIAN SIGNATURE:** _____ **DATE:** _____ **STAMP:** _____

FIELD TRIP MEDICATION AUTHORIZATION FORM

Student Name: _____ Date of Birth: _____ Allergies: _____
School: _____ Teacher Name: _____ Field Trip Dates: ____/____/____ - ____/____/____
Parent/Guardian Name(s): _____ Parent/Guardian Phone Number(s): _____

SECTION 6: PARENTAL/GUARDIAN AUTHORIZATION

MEDICAL TREATMENT

If a serious emergency arises, it might be necessary for a physician to attend to your student before the staff can contact you. Such care can be provided only if you sign the AUTHORIZATION below.

In the event of illness or injury, I do hereby consent to whatever x-ray, examination, anesthetic, medical, surgical or dental diagnosis or treatment and hospital care are considered necessary in the best judgment of the attending physician, surgeon, or dentist and performed by or under supervision of a member of the medical staff of the hospital or facility furnishing medical or dental services. Further, as a parent or guardian of a student who will be attending this school sponsored trip, I understand that it is not the same physical environment as a traditional school. There may be certain inherent hazards, including natural and man-made conditions at the site which may result in physical injury, harm, damage or death. I understand that there is no warranty or guarantee of my student's safety or security.

I hold the school district, its officers, agents and employees, harmless from any and all liability or claim which may arise out of or in connection with my student's participation in this school sponsored trip and I waive all claims against the school district for injury, accident, illness or death occurring during or by reason of my student's participation (Education Code 35330).

FIRST AID

In the event that your student requires minor first aid, a Visiting Classroom Teacher, school sponsored trip Teacher, or school sponsored trip Administrator will render treatment in accordance with the California Emergency Medical Services Authority's Emergency First Aid Guidelines for California Schools. http://www.emsa.ca.gov/Media/Default/PDF/EMSA_196-SchoolGuidelines_Final.pdf. Medications will only be used if they are approved by a parent and physician.

ACKNOWLEDGEMENT OF TRANSPORTATION

I hereby acknowledge that I may be contacted to transport my student home due to illness or misconduct.

➡ **PARENT/GUARDIAN SIGNATURE:** _____ **DATE:** _____

..... **FOR SCHOOL USE ONLY**

MEDICATION LOG – FOR COMPLETION BY SCHOOL

This is the medication log that will be used. It will be returned to you after the trip. The staff member will write the time and their initials in the chart and fill out their information at the bottom when a medication is given.

| Medication | Dose | Frequency | Mon | Tues | Wed | Thurs | Fri |
|------------|------|-----------|-----|------|-----|-------|-----|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

Printed Name

Initials

Signature

Title

Exhibit C – Visitor Policy

Sly Park Environmental Education Center Visitor Policy

School Principals, Vice Principals, and other school personnel may visit the Sly Park Environmental Education Center during the week their students are on site.

All visitors must call ahead of time to arrange their visit. Visitors must check in at the office and wear a “Visitor” badge while on site.

Visiting teachers and Sly Park staff may have family members visit the Sly Park Environmental Education Center under the following conditions:

Visitations are prearranged with the Director of Sly Park Environmental Education Center at least two weeks prior to the school’s visit.

The Sly Park Environmental Education Center has not maxed out its occupancy.

Visiting family member visitations take place in Mountain Misery and/or the Dining Hall after signing in at the office. All visitors must wear a “Visitor” badge while on site.

Visiting family member’s children are under the constant and direct supervision of *a parent other than* the visiting teacher or program teacher.

All visiting family members stay no longer that two hours at any one time.

All visiting family members must leave the premises *prior to 6pm*.

Any visiting teacher’s family members staying for a meal will be charged the following (per person):

Breakfast = \$5.00

Lunch = \$7.00

Dinner = \$10.00

The Sly Park Environmental Education Center staff reserves the right to revoke any and all visitations if the above-stated conditions are not adhered to, if the presence of family members creates a safety issue, or if the presence of family members is interfering with the visiting teacher or program teacher’s ability to carry out their assigned duties.

Center Joint Unified School District

Dept./Site: Family Resource Center

To: Board of Trustees

Date: September 17 , 2015

From: Alyson Collier

Principal/Administrator Initials:

AGENDA REQUEST FOR:

Action Item X

Information Item _____

Attached Pages 3

SUBJECT:

MOU with Sacramento County Office of Education for Bullying Prevention grant through the Mental Health Services Act.

RECOMMENDATION: Approve

CONSENT AGENDA

AGENDA ITEM: XIV-12

MEMORANDUM OF UNDERSTANDING Agreement #5 CJUSD-BPP

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

The purpose of this MOU is to outline the roles and responsibilities of SCOE and the District in regard to implementing the *Student Mental Health Wellness Education and Training Bullying Prevention Program (Program)*. The purpose of the Program is to maintain and/or further increase the capacity of districts to implement sustainable bullying prevention programs and strategies by providing training, demonstration sites, technical assistance and support.

Once signed by both parties, this MOU is in effect from **July 1, 2015 through June 30, 2016**

The SCOE agrees to:

- Provide a primary contact person for all work under this agreement. The primary contact will be:
Diane Lampe, Coordinator
916.228.2542
dlampe@scoe.net
- Provide funding in the amount of **\$10,885** to support the District's Bullying Prevention program.
 - Pay funds to District within 90 days of receipt of District invoice
- Convene meetings and provide consultation, professional development, technical assistance and support.
- Coordinate with District and demonstration site(s) to implement the Program evaluation plan and related tools.
- Maintain a website to provide bullying prevention resources and information for students, school personnel, parents and community members.

The District agrees to:

1. Identify a "District Lead" to act as the point of contact and coordinate activities of the Bullying Prevention Program.
2. Continue adherence to the eligibility requirements used to establish demonstration site(s) as outlined on page three (3)
3. **Maintain *original*** demonstration site(s) to continue implementation of an evidence-based, research validated bullying prevention program for 4th 5th and/or 6th graders.
4. **For *original*** demonstration site(s), participate in Program evaluation and reporting, including but not limited to, collecting attendance rates for demonstration site(s), documentation of student demographics, participate in surveys related to the Program, and administer Program related surveys to students, parents and staff.
5. **When feasible**, expand implementation to include additional grade levels and/or sites. Report the number of expansion sites/grade levels, curriculum used, and number of students served.
6. **For *expansion demonstration site(s)***, submit a signed letter of support from the site administrator(s) and school staff indicating support of the Program.
7. Provide bullying prevention professional development opportunities and refresher trainings in the District for administrators, teachers, support staff, and parents.
8. Attend mandatory meetings, trainings and other events.
9. Disseminate electronic updates, information, and other resources, and promote usage of the BPP website to school community.
10. Submit a copy of the District Board Policy and Administrative Regulations related to Bullying/Bullying Prevention.

11. Submit a Program work-plan and budget that describes how the allocated funds will be used to implement the Bullying Prevention Program.
12. Submit quarterly reports of activities conducted by district personnel and demonstration site(s) by the 10th day of the month following the end of each quarter.
13. Invoice SCOE quarterly by the 15th day of the month following the end of each quarter.
14. Expend all funds by June 30, 2016. Submit final report and final invoice to SCOE no later than July 8, 2016.

Indemnity Statement and Agreements

Each party hereto agrees that they shall indemnify, defend and hold the other party and their governing body, officers, agents and employees, harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney fees and costs, incurred in connection with or in any manner arising out of the indemnifying party's performance of this Agreement. The indemnifying party, at the indemnifying party's own expense and risk shall defend any and all actions, suits, or other legal proceedings that may be brought or instituted against any other party, the members of their governing body, officers, agents, and employees for any such claims, damages, losses, demands, liabilities, costs or expenses incurred in connection with or in any manner arising out of the indemnifying party's performance of this Agreement. The indemnifying party shall not be liable for damage or injury occasioned by the sole negligence or willful misconduct of the non-indemnifying party and its officers, agents, or employees. This provision shall not be limited to the availability or collectability of insurance coverage.

It is understood no relationship of agency between SCOE and the District is created by this MOU. The SCOE and its employees and agents performing services related to this MOU are not agents or employees of the District and are not entitled to any of the rights and/or benefits of District employees. The District and its employees and agents performing services related to this MOU are not agents or employees of the SCOE and are not entitled to any of the rights and/or benefits of SCOE employees.

In the performance of this MOU, any persons employed by the District shall be entirely and exclusively under the direction, supervision, and control of the District. In the performance of this MOU, any persons employed by the SCOE shall be entirely and exclusively under the direction, supervision, and control of the SCOE.

Neither SCOE nor the District shall have any power, right or authority to bind the other to any agreement or obligation or waiver, compromise or settle any account or claim on behalf of the other, or in any manner or act on behalf of the other without written authorization to do so.

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

**For the Sacramento County Office of
Education:**

Mark Vigario, Assistant Superintendent
Educational Services

For the Center Joint Unified School District:

Scott A. Loehr, Superintendent *(or print name of Designee)*

Signature and Date

Signature of Superintendent (or Designee) and Date

Demonstration Sites Criteria

1. **Demonstrated Need** – the school site has need for a bullying prevention program; the district provides supporting evidence.
2. **Demonstrated Strengths** – the site has strengths and capacity that will support the successful implementation of a bullying prevention program; the district provides supporting evidence.
3. **Willingness and Agreement to Implement from Administration and Staff** – the district submits a signed letter of support from the site administrator(s) and school staff.
4. **Under-served Cultural Populations** – the site serves students and families of diverse cultural and ethnic backgrounds; district provides evidence.
5. **Students at Risk** – the student population or groups of students at the site are at risk for bullying; the district provides evidence.

Center Unified School District

AGENDA REQUEST FOR:

Dept./Site: Family Resource Center

Date: 9/21/15

To: Board of Trustees

From: Alyson Collier

Action Item X

Information Item

Attached Pages: 5

Principal's Initials:



SUBJECT: Professional Service Agreement

CONSULTANT'S NAME: Charles Steffens & Spencer Gorin

COMPANY NAME (if applicable): Creative Spirit

SERVICES TO BE RENDERED: Half day staff training of Healthy Play at Dudley Elementary. To also include 6 classroom consultations.

DATES OF SERVICE: October 19, 2015

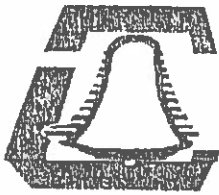
PAYMENT PER DAY: \$5,312.04

TOTAL AMOUNT OF CONTRACT: \$5,312.04

FUNDING SOURCE: 50% to each of the following budget codes
01-9601-0-5800-601-1110-1000-017-000 and
01-0000-0-5800-234-1110-1000-008-000

RECOMMENDATION: CJUSD Board of Trustees approve Professional Services Agreement as Presented

CONSENT AGENDA



Center Unified School District
8408 Watt Avenue
Antelope, California 95843

PROFESSIONAL SERVICES AGREEMENT

This agreement for professional services is entered into this 11th day of August 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: Creative Spirit

Address: 6062 East Beverly, Tucson, AZ 85711

Phone: 520 790-8038

Taxpayer ID # 56-0714320

Full description of services to be provided:

Half day staff training of Healthy Play at Spirit & Oak Hill Elementary. To also include 6 classroom consultations.

Payment \$5,312.04 per event. **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: Oct 19, 15 Frequency of Service: 1 day

Ending Date of Service: Oct 19, 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 back of this form)

Total amount of this contract \$ 5,312.04

50% to each of the following
Budget # 01-1601-0 5800 601-110-1000 017-00
01-000-0 000-234-110 1000-005-00

Reason service cannot be provided by a District employee:

No district employee qualified for this program training.

Signature of **CONTRACTOR**: [Signature]

Date: 8/22/15

Signature of District employee requesting service: [Signature]

Date: 8/17/15

Signature of Business Manager: _____

Date: _____

Date Board of Trustees Approved: _____

Date: _____

Signature of Authorized Contracting Official: _____

Date: _____

*** CONTRACT NOT VALID WITHOUT AUTHORIZED DISTRICT SIGNATURE ***



Charlie Steffens and Spencer Gorin
6062 East Beverly, Tucson, AZ 85711
1-800-742-0708

QUOTES TO ENGAGE CREATIVE SPIRIT

August 8, 2015

TO: Alyson Collier
Center USD
3401 Scotland Dr.
Antelope, CA 95843

The fee for Healthy Play services for Dudley Elementary will be \$5,312.04 dollars. The services will include a half day staff training for up to 50 participants on October 19, 2015. Additionally, 6 classroom consultations will be provided in the morning at the school. Electronic handouts will be provided to all participants.

Half day staff training at Dudley Elem.
6 hours of classroom consultations.

| | |
|------------------|------------|
| Fee for services | \$4,000.00 |
|------------------|------------|

Expenses:

| | |
|---|-----------|
| Air fare for 2 trainers from Tucson to Sacramento | \$ 988.40 |
| Lodging and meals for 2 trainers for one nights. | \$ 253.64 |
| Car rental and gas. | \$ 70.00 |

| | |
|--------------------------------|-------------------|
| TOTAL FEES AND EXPENSES | \$5,312.04 |
|--------------------------------|-------------------|

Please create a purchase order for Creative Spirit LLC for this amount and send it to us.

Charlie Steffens _____ Date 8/8/15
Creative Spirit CEO

Creative Spirit LLC Federal Tax identification number EIN 86-0714320

INDEPENDENT CONTRACTOR OR EMPLOYEE?
DISTRICT GUIDELINES

PART I

YES NO

| | | |
|--|--|---|
| 1. Has this category of worker already been classified an "employee" by the IRS? <i>Refer to page 1 for individuals listed in IRS Publication SWR 40 and others identified during the IRS compliance studies in San Diego County.</i> | | X |
| 2. Is the individual working as an employee prescribed by the Education Code? <i>Education Code sections 45100-45451/88000-88263 define what constitutes classified service and 44800-45060/87000-87333 define certificated service. The IRS predisposes an employer/employee relationship when state law mandates such a relationship.</i> | | 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? <i>Are the services being provided necessary to the operation of the school, program, project, etc.? This indicates the district has an interest in the method of performance and implies the maintenance of legal control.</i> | | X |

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

STOP HERE

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

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

PART II

YES NO

| | | |
|---|--|---|
| 8. Must the required service be performed by this individual? <i>Consider whether or not the individual may designate someone else to do the work without the district's knowledge or approval</i> | | X |
| 9. Does the district have a continuing relationship with this individual? <i>Is this a "one shot deal" or will the district continue to use this individual in the future? This could be on an infrequent or irregular basis but a continuous relationship exists.</i> | | X |
| 10. Can this relationship be terminated without the consent of <u>both</u> parties? | | X |

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

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.

**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 CHARLES STEFFENS & SPENCER GORIN DBA CREATIVE SPIRIT LLC | |
| Business name, if different from above CREATIVE SPIRIT LLC | |
| Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input checked="" type="checkbox"/> LLC <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other <input type="checkbox"/> Exempt | |
| Address (number, street, and apt. or suite no.) 6062 E. BEVERLY ST | |
| City, state, and ZIP code TUCSON AZ 85711 | |
| 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. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2.

| | | | | | | | | |
|------------------------|--|--|--|--|--|--|--|--|
| Social security number | | | | | | | | |
| | | | | | | | | |

or

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

| | | | | | | | | | |
|--------------------------------|---|---|---|---|---|---|---|---|---|
| Employer identification number | | | | | | | | | |
| 8 | 6 | 0 | 7 | 1 | 1 | 4 | 3 | 2 | 0 |

Part II Certification

Under penalties of perjury, I certify that:

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

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

| | | |
|-----------|---|---------------------|
| Sign Here | Signature of U.S. person  | Date 8/22/15 |
|-----------|---|---------------------|

Purpose of Form

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

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

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

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

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

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments after December 31, 2001 (29% after December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter employee transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II Instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Center Unified School District

AGENDA REQUEST FOR:

Dept./Site: Family Resource Center

Date: 9/17/15

To: Board of Trustees

From: Alyson Collier

Action Item X

Information Item

Attached Pages: 4

Principal's Initials: 

SUBJECT: Professional Service Agreement

CONSULTANT'S NAME: A Touch of Understanding

COMPANY NAME (if applicable): A Touch of Understanding

SERVICES TO BE RENDERED: ATOU Bullying Prevention Presentation workshops for 4th grade students in all CJUSD Elementary Schools.

DATES OF SERVICE: 9/23/2015 North Country; 3/11/2016 Oak Hill; 3/30/2016 Spinelli; 4/15/2016 Dudley

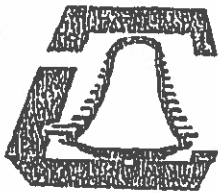
PAYMENT PER DAY: 9/23/2015 \$1,120.00; 3/11/2016 \$1,550.00; 3/30/2016 \$1,000.00; 4/15/2016 \$1,500.00

TOTAL AMOUNT OF CONTRACT: \$5,170.00

FUNDING SOURCE: 01-9601-0-5800-601-1110-1000-017-000

RECOMMENDATION: CJUSD Board of Trustees approve Professional Services Agreement as Presented

CONSENT AGENDA



Center Unified School District
8408 Watt Avenue
Antelope, California 95843

PROFESSIONAL SERVICES AGREEMENT

This agreement for professional services is entered into this 15 day of September, 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: A Touch of Understanding

Address: 5280 Snrling Street, Granite Bay, CA 95746

Phone: 916 791-4146

Taxpayer ID # 108-0389777

Full description of services to be provided:

ATDU Bullying Prevention Presentation workshops for 4th grade students in all CUSD Elementary Schools.

Payment \$* See below. 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 invoice or service, whichever is later.

Beginning Date of Service: * See below Frequency of Service: Once per school site.

Ending Date of Service: * See below → * N. Country: 9/23/15 \$1,120.00

Method of Payment and Tax Reporting: (check one) Spinelli: 3/30/16 \$1,000.00

Oak Hill: 3/11/16 \$1,550.00

Dudley: 4/15/16 \$1,500.00

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

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

Total amount of this contract \$ 5,170.00

Budget # 01-9601-0-5800-601-1110-
1000-017-000

Reason service cannot be provided by a District employee:

No district employee trained & qualified.

Signature of CONTRACTOR: Kevlin J. DeSoto

Signature of District employee requesting service: Heath

Signature of Business Manager: _____

Date Board of Trustees Approved: _____

Signature of Authorized Contracting Official: _____

Date: 9/17/15

Date: 9/15/15

Date: _____

Date: _____

Date: _____

*** CONTRACT NOT VALID WITHOUT AUTHORIZED DISTRICT SIGNATURE ***

INDEPENDENT CONTRACTOR OR EMPLOYEE? DISTRICT GUIDELINES

PART I

YES NO

| | | |
|--|--|---|
| 1. Has this category of worker already been classified an "employee" by the IRS? <i>Refer to page 1 for individuals listed in IRS Publication SWR 40 and others identified during the IRS compliance studies in San Diego County.</i> | | X |
| 2. Is the individual working as an employee prescribed by the Education Code? <i>Education Code sections 45100-45451/88000-88263 define what constitutes classified service and 44800-45060/87000-87333 define certificated service. The IRS predisposes an employer/employee relationship when state law mandates such a relationship.</i> | | 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? <i>Are the services being provided necessary to the operation of the school, program, project, etc.? This indicates the district has an interest in the method of performance and implies the maintenance of legal control.</i> | | X |

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

STOP HERE

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

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

PART II

YES NO

| | | |
|---|--|---|
| 8. Must the required service be performed by this individual? <i>Consider whether or not the individual may designate someone else to do the work without the district's knowledge or approval</i> | | X |
| 9. Does the district have a continuing relationship with this individual? <i>Is this a "one shot deal" or will the district continue to use this individual in the future? This could be on an infrequent or irregular basis but a continuous relationship exists.</i> | | X |
| 10. Can this relationship be terminated without the consent of <u>both</u> parties? | | X |

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

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.

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. A Touch of Understanding, 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: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> 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. <input checked="" type="checkbox"/> Other (see instructions) ▶ Non profit corporation | |
| | 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) _____ <i>(Applies to accounts maintained outside the U.S.)</i> | |
| | 5 Address (number, street, and apt. or suite no.) 5280 Stirling Street, Suite 102 | Requester's name and address (optional) |
| | 6 City, state, and ZIP code Granite Bay, CA 95746 | |
| | 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 | | | | | | | | |
| 6 | 8 | | - | 0 | 3 | 8 | 9 | 7 7 7 |

Part II Certification

Under penalties of perjury, I certify that:

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

Date ▶ *2/6/2015*

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.

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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. 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
4. 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.

Center Unified School District

AGENDA REQUEST FOR:

Dept./Site: Center High School

Date: September 11, 2015

Action Item ☒ **X**

To: CUSD Board of Trustees

Information Item ☐

From: Mike Jordan

Attached Pages 17

Principal's Initials MDS

SUBJECT:

**Center High School FBLA
Leadership Development Institute Conference**

Future Business Leaders of America advisers, Cathy Cummings and Larry Davenport are requesting approval to take approximately 14 members of our organization to the FBLA Leadership Development Institute. The conference will take place at the Marriott Hotel in Santa Clara from October 23-25, 2015. Students will leave school the morning of October 23rd and return Sunday, October 25th after the last general session.

Students will be transported by their advisers to mitigate travel expenses. Funding for adviser expenses will be provided through the Carl Perkins fund. Our student leaders have been fundraising and will be using some of those funds to subsidize the cost of their travel. Additional expenses will be student/parent responsibility.

The purpose of this trip is to hone the leadership skills of our officer team to make our local organization more effective. Students will attend workshops, general sessions, network with others chapters, and prepare for section/state competitive events. A college campus tour of San Jose State is tentatively scheduled for the morning of October 23rd. Student participation has yet to be determined but a parent letter has already been sent home to potential participants.

The agenda for this event is attached. For more information, go to: www.cafbla.org

Sincerely,

Cathy Cummings and Larry Davenport
FBLA Advisers

RECOMMENDATION:

Approve attendance at FBLA Development Institute Conference.

CONSENT AGENDA

XIV - 15

Field Trip Planning/Approval Form

Teacher: Cummings / Davenport Approx 15
Number of Students

Class or Club FBLA

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

prepare officers + members w/ essential leadership training + networking w/ other chapters.

Date of Trip 10/23-10/25 Time Leaving 7:30am Time Returning 2:00 pm.

Other Places you may go during the trip: San Jose State,
local restaurants.

Transportation Request Submitted YES X NO

Are parents driving, and if so has a volunteer & employee auto usage statement on file? YES NO X

If the trip is overnight or over 150 miles, and if so has the Board Agenda Request been submitted? YES X NO

(pending) Teacher Signature* [Signature] Date 9/10/15.
*Signature indicates the teacher has examined and supports how the trip supports academic and content standards.

Dept. Chair Signature* [Signature] Date 9.8.15
*Signature indicates the Department Chair has examined and supports how the trip supports academic and content standards.

Principals Signature [Signature] Date 9/10/15

Reminders:

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



9/8/2015

Dear Parent/s:

Your child is invited to represent Center High School's Future Business Leaders of America at this year's Leadership Development Institute. The conference will be held at the Marriott Hotel in Santa Clara, October 23-25.

Mrs. Cummings and Mr. Davenport (advisers) will be driving the interested students via personal vehicles. We will be leaving Center High School @ 7:30 a.m. on Friday, October 23rd. A tour of San Jose State is scheduled for 11:00 a.m. After the tour, we will check-in to the hotel. Conference activities begin Friday evening. The main conference and workshops are on Saturday. We will be returning Sunday after the closing breakfast session. We should arrive @ the parking lot of Center High School around 1:00 p.m.

We are asking for a **\$50.00 non-refundable deposit** to be turned into the ASB store by **Wednesday, September 16th**. This is a **FIRM** deadline please. This will secure your student's spot. **Additional student costs will be determined** after we know how many students are going and how much fundraising the club can accomplish before conference deadlines. The cost of this conference is as follows:

| | |
|---------------|----------------------------|
| Registration | \$50 |
| Hotel | \$70 (268/4 in a room) |
| Food | 4 meals = \$40 (approx.) |
| Miscellaneous | \$10 |
| Total | \$170 (approximate) |

In closing, in my opinion this is the most organized, well-chaperoned event of the FBLA year. Students have an opportunity to network with other schools, support March of Dimes, attend over 20 leadership workshops, prepare for competitive events, hear keynote speakers, and share strategies for success. An itinerary of the event can be accessed @ www.cafbla.org (click Conferences...Leadership Development Institute)

If you have any questions, please call one of us at 339-4780 or 339.4777.

Sincerely,

Cathy Cummings and Larry Davenport (Advisers)

3111 Center Ct Ln

Antelope, CA 95843

Get on CA-99 S from Elverta Rd

14 min (9.1 mi)

- ↑ 1. Head west on Center Ct Ln toward Watt Ave
0.1 mi
- ↩ 2. Turn left at the 1st cross street onto Watt Ave
0.3 mi
- ➡ 3. Turn right onto Elverta Rd
8.2 mi
- ⬆ 4. Sharp left to merge onto CA-99 S
0.5 mi

Take I-80 W and I-680 S to Great America Pkwy in Santa Clara. Take exit 6 from CA-237 W

1 h 50 min (119 mi)

- ⬆ 5. Merge onto CA-99 S
3.2 mi
- ⬆ 6. Merge onto CA-99 S/I-5 S
2.4 mi
- ➡ 7. Use the right 2 lanes to take exit 522 to merge onto I-80 W toward San Francisco
46.0 mi
- ➡ 8. Use the right 2 lanes to take exit 40 for I-680 toward Benicia/San Jose
0.6 mi
- ↑ 9. Continue onto I-680 S
57.6 mi
- ➡ 10. Take exit 12 for Mission Blvd/State Route 262 toward I-880
0.2 mi
- ↑ 11. Keep right at the fork, follow signs for Mission Blvd W and merge onto Mission Blvd
0.9 mi
- ↩ 12. Keep left at the fork, follow signs for Interstate 880 S/San Jose and merge onto I-880 S
4.0 mi
- ➡ 13. Use the right 2 lanes to take the California 237 W exit toward Mtn View
0.9 mi
- ↑ 14. Continue onto CA-237 W
2.6 mi
- ➡ 15. Take exit 6 for Great America Parkway toward Lafayette Street
0.4 mi

Continue on Great America Pkwy. Drive to Mission College Blvd



16. Use the left 2 lanes to turn left onto Great America Pkwy

7 min (1.9 mi)

1.6 mi



17. Use the left 2 lanes to turn left onto Mission College Blvd



Destination will be on the right

0.3 mi

Santa Clara Marriott

2700 Mission College Boulevard, Santa Clara, CA 95054

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.



LEADERSHIP DEVELOPMENT INSTITUTE

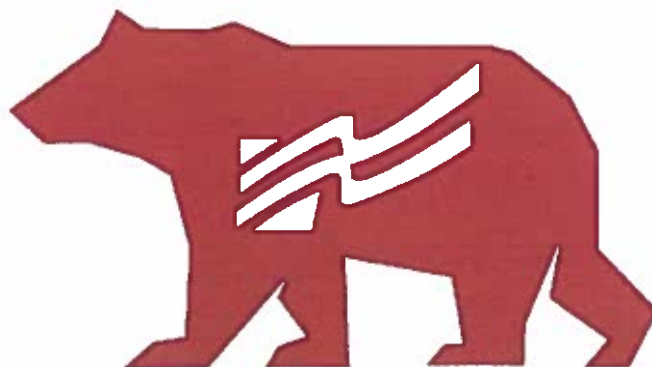


2015-2016
CONNECT
FUTURE BUSINESS LEADERS OF AMERICA-PHI BETA LAMBDA

SANTA CLARA MARRIOTT
OCTOBER 23-25, 2015

TABLE OF CONTENTS

| | |
|--|-------|
| Letter to Chapters | 3 |
| Important Deadlines | 4 |
| Conference Information | 5 |
| LDI-North Registration | |
| Registration Deadline | |
| Registration Rates | |
| Adviser Participation | |
| Registration Payment | |
| Complimentary Registration | |
| Adviser/Chaperone Registration | |
| Cancellations/Substitutions | |
| Lost Badges | |
| National Anthem Singer | |
| Online Registration Instructions | 6 |
| Preliminary Conference Schedule | 7 |
| Entertainment and Activities | 8 |
| Conference Attire | 9 |
| Conference Policies and Conduct | 10 |
| Hotel Information and Registration | 11-13 |



LETTER TO CHAPTERS

Northern California FBLA Members and Advisers:

Get ready to Bring Business and Education Together at the California Future Business Leaders of America Leadership Development Institute (LDI) on October 23-25, 2015 at the Santa Clara Marriott! Prepare your officers and members for an outstanding year with essential training and networking opportunities. We're starting on Friday evening with "get to know you" activities, continuing Saturday with workshop sessions packing in tons of information to get you ready for the FBLA year, and culminating with a closing session on Sunday where you can Graduate with Honors.

At LDI, you'll have the opportunity to:

- Learn from professionals and your own CA FBLA State & Section Officers with your choice of over 20 different workshops!
- Prepare for your **competitive event experience** with a practice session, on-site test scoring, and workshops with performance tips and coaching!
- Hear exciting Keynote Speaker, and closing session speaker.
- Support FBLA's partner, the March of Dimes, by donating \$2 per person to wear blue jeans at entertainment activities!
- Network with chapters from Bay, Central, and Northern Sections, to share strategies for success!

The 2015 Leadership Development Institute is also a chance to give new members an early taste of the full FBLA experience. So take advantage of this great leadership opportunity and bring both officers and members! Registration is \$50 per person, and the Online Registration system opens September 1, 2015. (See page 5)



CONNECT with fellow FBLA members at the 2015 Leadership Development Institute

LEADERSHIP DEVELOPMENT INSTITUTE STAFF

JACOB AVILA

Central Section Director

PAMELA STALLEY

Northern Section Director

NANCY JANSOT

Bay Section Co-Director

GRAEME LOGIE

Bay Section Co-Director

IMPORTANT DEADLINE DATES

| | | |
|----------------------------------|---|--|
| Tuesday September 1st | Online Registration System Opens | Online link at www.cafbla.org See "Online Registration Instructions" on Page 6 for more details |
| Friday September 25 | Hotel Reservations Deadline Make reservations no later than 5:00 p.m. PDT | See "Hotel Reservations" on page 11 for more details. |
| Thursday October 1 | Last day for payment of membership fees to register for LDI-North | Online membership registration www.fbla-pbl.org Please note: membership must be paid in full. Credit Cards accepted. |
| Friday October 2 | LDI-North Registration CLOSES 9:00 pm PDT | Online link at www.cafbla.org See "Online Registration Instructions" on Page 6 for more details |
| Friday October 9 | Registration Payment Deadline—POSTMARKED Enclose a copy of your Online Registration Confirmation page with your payment Make ALL checks payable to California FBLA | Mail to: California FBLA c/o Nancy Sansot Bay Section Co-Director 974 Park Pacifica Pacifica, CA 94044 |
| Wednesday October 14 | National Anthem Audition Video Due | E-Mail to: Nancy Sansot, Bay Section Co-Director See page 5 |
| October 23-24 | FBLA Code of Conduct and Medical Release Forms—Bring to registration. These forms are required in order to pick up your conference materials. | Link to form |

GENERAL INFORMATION

LDI-NORTH ONLINE REGISTRATION

Online registration is quick and easy! Member and adviser information is on the National Membership database, so we've made it simple for you. See "Online Registration Instructions" on page 6 for more details.

DEADLINE

Registration must be received no later than October 2nd. LDI-North registration questions can be directed to Sue Christensen, Communications Manager, at communicationsmanager@cafbla.org. Make sure your school's accounting department is aware of the registration and payment deadline.

REGISTRATION RATES

Registration closes at 9 p.m. PDT on October 2nd.

| | Fee |
|---|------|
| Members, Advisers, and Chaperones | \$50 |
| State/Section Officers and their Advisers | \$25 |

ADVISER PARTICIPATION

In order to run a smooth conference, we ask advisers to assist in event supervision. Choices include supervision during Friday and Saturday night activities. Advisers will receive a gift card as a thank you for assisting and may sign up for multiple events.

REGISTRATION PAYMENT

Make checks payable to California FBLA. Conference registration payments will be sent to:

California FBLA
c/o Nancy Sansot, Conference Co-Chair
974 Park Pacifica Ave.
Pacifica, CA 94044

COMPLIMENTARY REGISTRATION

The chapters that achieved Gold Seal Chapter recognition last year will receive two (2) complimentary registrations. Outstanding Chapters will receive one (1) complimentary registration.

2014-2015 Gold Seal Chapters Two (2) Complimentary Registrations

| | |
|-------------------------|--------------------------|
| Colusa High School | Live Oak High School |
| Cupertino High School | Lynbrook High School |
| Homestead High School | Mira Loma High School |
| John Pitman High School | Redwood High School |
| Lassen High School | Sutter Union High School |
| Lindsay High School | Westmoor High School |

2014-2015 Outstanding Chapters One (1) Complimentary Registration

Maxwell High School

ADVISER/CHAPERONE REGISTRATION

Advisers who will have additional chaperones assist or act in place of their attendance must register as the adviser/chaperone to have access to all portions of the conference. These chaperones must pay full conference registration and have the FBLA chaperone/supervision form signed by school administration.

CANCELLATIONS/SUBSTITUTIONS

Chapters have until October 2nd to make any last minute changes. Payments made prior to any changes are non-refundable.

LOST BADGES

Lost badges can be replaced at Conference Check-In table for \$5. An adviser or chaperone must accompany the member to the Conference Check-In Table. We will need the attendee's name, and adviser/chaperone signature, and a \$5 on-site payment. This fee applies to all attendees.

NATIONAL ANTHEM SINGER

Do you have a student that sings? We are soliciting talented singers to sing a traditional version of the National Anthem at the opening session. An audition video **must** be received by October 14th. Include your name, school, email address and phone number. The person chosen will receive email notification. Interested performers should email the link to Nancy Sansot, nsansot@cafbla.org.

ONLINE REGISTRATION INSTRUCTIONS

Chapters will be using the online registration system to register members, adviser, and guests for the 2015 Leadership Development Institute. This registration is directly linked to the national membership registration system.

From now until October 2nd (9:00 p.m. PDT), the registration system will be available on the California FBLA web site at www.cafbla.org. Members will need to be registered in the national membership system in order to participate at LDI. Credit card payments post instantly. If mailing a check, allow enough time for the national office to post your dues payment.

The system will time out about 20 minutes after you login. For large chapters, you may need to submit your registration in two or three online sessions on the same day in order to complete it. After making all entries, you will be able to review and print your registration summary. A copy of the summary will be emailed to you and to the conference committee. In addition, please print at least four copies of the Registration Summary:

- For your business office to generate your back up for your conference registration dues check
- For your files (2)
- To mail with your conference registration payment check



Log In

- Online Registration Link is available at www.cafbla.org, and can be found under the Conferences tab.
- Follow prompt to go to Login page
- Log In is the same as your Online Membership Login
 - ◊ User name: Enter your chapter number
 - ◊ Password: service

Step One: Contact Information

- Update adviser information
- Choose adviser who will be the main point of contact

Step Two: Adviser Registration

- Update Adviser List (Only advisers on the list may register as advisers, others need to be added as guests/chaperones)
- Click the check boxes for the advisers registering
- Indicate years of service

Step Three: Member Registration

- Only online paid members are listed
- Check the box next to each member attending
- Select Current Grade
- To register more than 30 members, move to the end to finalize registration after 19 minutes to avoid losing data when the system times out. You can Log back in to complete registration as many times as needed. The latest version of your registration status will be used.

Step Four: Guests/Chaperones

- Add Guest/Chaperones attending and select the appropriate Registration Type

Step Five: Finalize Registration

- Review registration information and finalize registration to proceed to Registration Summary.

Step Six: Registration Summary

- Print the necessary copies (see bottom left column on this page) and distribute.

PRELIMINARY CONFERENCE SCHEDULE

Friday, October 23rd

| | |
|------------------|--|
| 5:30 pm-8:00 pm | CONFERENCE REGISTRATION |
| 8:30 pm-10:30 pm | Fun, Networking Activities, Competitive events prep session |
| 11:00 pm-6:00 am | CURFEW (Everyone in assigned rooms) |

Saturday, October 24th

| | |
|-------------------|--|
| 7:30 am-9:00 am | CONFERENCE REGISTRATION |
| 9:00 am-9:30 am | Officer Workshops |
| 9:00 am-9:45 am | LEADERSHIP SESSION I |
| 10:00 am-11:10 am | OPENING SESSION Keynote Speaker |
| 11:15 am-12:00 pm | LEADERSHIP SESSION II |
| 12:00 pm-1:20 pm | LUNCH (on your own) |
| 1:30 pm-2:15 pm | LEADERSHIP SESSION III |
| 2:25 pm-3:10 pm | LEADERSHIP SESSION IV |
| 3:10 pm-3:25 pm | BREAK |
| 3:25 pm-4:10 pm | LEADERSHIP SESSION V |
| 4:20 pm-5:05 pm | LEADERSHIP SESSION VI |
| 5:10 pm | Evaluation forms-Local Adviser |
| 5:30 pm | Evaluation forms-Directors |
| 5:30 pm-8:30 pm | DINNER (on your own) |
| 8:30 pm-11:00 pm | March of Dimes Activities |
| 11:30 pm-6:00 am | CURFEW (Everyone in assigned rooms) |

Sunday, October 25th

| | |
|------------------|--|
| 7:30 am-11:00 am | CLOSING BREAKFAST SESSION Guest Speaker Graduate with Honors |
|------------------|--|

OPENING SESSION

At the opening session, you will be introduced to your California FBLA State and Section Officers from the Bay, Central, and Northern Sections in addition to hearing from a dynamic KEYNOTE SPEAKER. (Speaker information not available at the time of this publication)

GRADUATE WITH HONORS

Graduate with Honors at this year's LDI by filling out an Evaluation Form. Evaluation forms will be in each chapter's registration materials. These forms must be completed in entirety in order to receive your certificate.

SUNDAY MORNING SPEAKER

At our closing session on Sunday morning, we are pleased to have Alice Lee, former Bay Section President from Monta Vista High School ('09). Alice is a graduate of UPenn and is currently a Product Design Manager at Dropbox.



WORKSHOP TOPICS

Select from workshops on topics including:

- Communications
- Dress for Success
- Entrepreneurship
- Financial Independence
- Foreign Affairs
- Internships
- Leadership Development
- Networking
- Running for FBLA Office



Entertainment & Activities

COMPETITIVE EVENTS PREP SESSIONS

What makes the difference between competing at SLC and winning at SLC? Preparation and basic training! Come get whipped into great mental shape and learn the tips and tricks in competitions.

The following events will be offered at LDI:

- Accounting I
- Accounting II
- Business Calculations
- Business Law
- Introduction to Financial Math
- Introduction to Business Procedures
- Computer Applications
- Computer Problem Solving
- Cyber Security
- Database Design & Applications
- Economics
- Entrepreneurship
- FBLA Principles and Procedures
- Global Business
- Health Care Administration
- Hospitality Management
- Introduction to Business
- Introduction to Business Communication
- Management Decision Making
- Marketing
- Parliamentary Procedure
- Personal Finance
- Spreadsheet Applications
- Technology Concepts
- Word Processing

ADVISER MEETING

Meet other advisers, network, and share ideas on how to guide your chapter to success. Information on upcoming events and programs will also be shared. Please come with ideas, questions, and feedback on both LDI and on FBLA in general. Look for the adviser's meeting in the conference program.



ENTERTAINMENT ACTIVITIES FOR MARCH OF DIMES

Come get your groove on and purchase a wristband in advance for \$2 each to dress casual at the MOD charity events. Wristbands will only be sold at the Conference Check In Table. Students MUST show conference badge, and bracelets will be put on by conference staff at the time of purchase. All proceeds will be donated to the March of Dimes.



The conference committee and State and Section Officers are planning entertaining and fun activities for Friday night and Saturday night.

Check out the Conference Program upon arrival and make plans to participate in these activities.

CONFERENCE ATTIRE

Professional business attire is required for all general sessions, workshops, and other activities at the Leadership Development Institute unless stated otherwise in the conference program. The dress code is designed to uphold the professional image of the association and its members, and to prepare students for the business world. Conference nametags are part of the dress code and must be worn at all times while participating in conference activities.

DRESS CODE FOR MEMBERS, ADVISERS, AND GUESTS

Professional attire acceptable for wear during the official FBLA activities includes:

Men

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

Women

- Business suit; or a business pantsuit; or a skirt or dress slacks
With blouse or sweater; or a business dress.
- Dress shoes are required,
Please Note: Skirt length needs to be at the knee or no more than three inches above.

Inappropriate attire includes:

- Backless, see-through, tight-fitting, spaghetti straps, strapless, extremely short, or low-cut blouses/tops/dresses/skirts.
- T-shirts, Lycra, spandex, midriff baring tops, tank tops or bathing suits.
- Sandals, athletic shoes, industrial work shoes, hiking boots, thongs, or over-the-knee boots.
- Hats, flannel fabric clothing, or athletic wear, including sneakers.

Casual attire may be worn for specified conference events. Casual includes T-shirts , polo shirts, jeans, khakis, sneakers or sandals. Cut-off jeans, spandex or Lycra garments, and bathing suits are not appropriate casual attire. Shoes and shirt must be worn at all times.

No visible body piercing, other than ears, on either men or women.

Chapter advisers are responsible for ensuring that their students, advisers and chaperones comply with the rules for conference attire.

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



CONFERENCE POLICIES AND CONDUCT

CONFERENCE POLICIES

California FBLA strongly encourages that all FBLA student members participating in overnight conference functions reside at the designated and approved lodging facility for the duration of the event. All chapters must also have a school approved adult adviser staying at the hotel. No exceptions.

The Code of Conduct and curfew are strictly enforced. Only participants registered for the conference may enter the conference or lodging facilities. Signed **Code of Conduct Forms** and **Medical Release Forms** must be submitted at the registration table for each participating member. Advisers should retain an additional copy of each student's forms in their possession throughout the conference. Fill-in forms may be found in the Document Library at www.cafbla.org.

Friends and family members not registered for LDI are prohibited to attend any LDI activities.

Students may not "come and go" during the duration of the event. Students may not leave the conference facilities without the permission of their adviser and are expected to stay at the hotel unless approved by their adviser.

Students may not attend FBLA activities unless there is a school approved adviser in attendance with them on the Marriott property. **Registration materials will not be issued to any student or chapter officer.** The adviser must pick up registration materials and ensure that students are supervised and actively participating in conference educational and leadership activities.



CONFERENCE CONDUCT

FBLA has a proud tradition of excellence! Its members are noted for their professionalism, hospitality, and manners. The very nature of LDI demands that all delegates conduct themselves as professional business leaders. FBLA has established guidelines for both dress and conduct which contribute to the learning experience. All delegates must understand that though having a good time is definitely encouraged, expectations are high and violations of accepted principles will not be tolerated.

Chapter advisers are primarily responsible for enforcing all conduct and appearance standards with his/her chapter members. Staff is available to assist advisers, when necessary, in the enforcement of conduct guidelines.

FBLA advisers work together to make sure the delegation adheres to accepted guidelines. **All students need to understand that any adviser's request for improved behavior must be followed.** Advisers are encouraged to act on all transgressions by any delegates and to be sure that the delegate's local chapter adviser is made aware of the violation.

CELL PHONES

Students are strongly encouraged to **TURN OFF** their cell phones during conference hours. Cell phones on vibrate or silent mode are acceptable as long as they are not distracting. It is **not** appropriate to get up and leave a session to take a call. Such behavior is very disrespectful to presenters and disruptive to other participants. Make the most of your conference experience and keep the phone off.

PARTICIPATION

All delegates are expected to fully participate in the conference. This includes attending all general sessions, meetings, and workshops. It is not appropriate for members to be simply "hanging out" during leadership and workshop sessions. It is also important for participants to display excellent standards of professionalism and attitude. Talking during sessions, refusing to participate, or disrupting sessions with distracting behavior are not signs of a professional future leader.

HOTEL INFORMATION



- On the following two pages you will find a **copy** of the hotel reservation form. Please note that to reserve your rooms, you will need to download the Word document from the CA website under conferences (www.cafbla.org) and use that file to fill in your conference hotel reservation.
- To guarantee your reservation, please enclose a check for the first night's rooms (to be credited to your account) OR enter a credit card number in the space provided.
- Advisers are encouraged to **reserve early** as we have a limited number of hotel rooms booked for this conference. Hotel reservations are due to the Marriott Hotel by email, with the document attached, on **September 25, 2015 by 5:00 pm**.
- **Room rates are \$134 all inclusive.** All the information you need to reserve your rooms is on the form (copy on next two pages), i.e., hotel contact person.
- **Final Hotel Payment** is due upon check-in. You can bring either your school check or a credit card.





CALIFORNIA FUTURE BUSINESS LEADERS OF AMERICA
2015 Leadership Development Institute-North
Housing Reservation Form

All hotel information must be RECEIVED, emailed, or faxed by September 25, 2015

Make checks payable to: **Marriott Santa Clara**

Please mail check and copy of this form to:

Reservations Department: **Christy Wang**

Marriott Santa Clara

2700 Mission College Blvd.

Santa Clara, CA

Phone: (408) 986-6159

FAX: (408) 748-9529

Email: Christy.Wang@marriott.com

Accommodations

(Rates are \$134.00 per night, per room, including tax)

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

To secure your reservation, please email this completed form ASAP to the email listed above. **NOTE: reservations are on a first-come, first-served basis. If hotel block is full, chapters may have to find other accommodations in the area.**

To guarantee your reservation, please enclose a check for the first night's room and tax (to be credited to your account) OR a credit card number in the space provided. Failure to arrive on your indicated check-in date without prior notification (by September 25, 2015) will result in cancellation of your reservation and forfeiture of your deposit, or one night's room and tax charge will be billed to your credit card.

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

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

Signature of Card Holder

Check-out time is 11 AM. Rooms may not be available for check-in until 3:00 p.m.

****Please complete the rooming list on the following page****

LDI-NORTH 2015 HOUSING FORM, PART 2

School

**Responsible
Adviser**

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

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

Copy this sheet if you need additional space.

Center Joint Unified School District

AGENDA REQUEST FOR:**Dept./Site:** Facilities & Operations Dept.**Action Item** _____ **X****To:** Board of Trustees**Information Item** _____**Date:** October 21, 2015**# Attached Pages** _____ **4****From:** Craig Deason, Assist. Supt.**Principal/Administrator Initials:** CD**SUBJECT:** Approval for PSA for Isabella Maranon**CONSULTANT'S NAME:** Isabella Maranon**COMPANY NAME (if applicable):****SERVICES TO BE RENDERED:** Behind-the-Wheel Training, Classroom,
Pre-Trip Inspection, Documentation**DATES OF SERVICE:** Beginning 10/4/2015 – As Needed**PAYMENT PER HOUR:** \$50**TOTAL AMOUNT OF CONTRACT:** Not to Exceed \$10,000.00**FUNDING SOURCE:** 01-0000-0-5800-112-0000-3600-007-000**RECOMMENDATION:** CJUSD Board of Trustees Approves Professional
Services Agreement as presented.

CONSENT AGENDA



Center Unified School District
8408 Watt Avenue
Antelope, California 95843

PROFESSIONAL SERVICES AGREEMENT

This agreement for professional services is entered into this 10/4/15 day of October 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: Isabella Maranon

Address: _____

Phone: (916) 813-2566

Taxpayer ID # _____

Full description of services to be provided:

Behind The Wheel Training, Original Classroom, Pre-Top Inspection and Training Documentation.

Payment \$ 50 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: 10/4/15

Frequency of Service: As Needed

Ending Date of Service: _____

Method of Payment and Tax Reporting: (check one)

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

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

Total amount of this contract \$ 10,000 (NTE) Budget # _____

Reason service cannot be provided by a District employee: _____

Signature of CONTRACTOR: Isabella Maranon

Date: 10-7-15

Signature of District employee requesting service: _____

Date: _____

Signature of Accounting Supervisor: _____

Date: _____

Date Board of Trustees Approved (If over \$500.00): _____

Signature of Authorized Contracting Official: _____

Date: _____

*** CONTRACT NOT VALID WITHOUT AUTHORIZED DISTRICT SIGNATURE ***

INDEPENDENT CONTRACTOR OR EMPLOYEE? DISTRICT GUIDELINES

PART I

| | YES | NO |
|--|-------------------------------------|-------------------------------------|
| 1. Has this category of worker already been classified an "employee" by the IRS? Refer to page 1 for individuals listed in IRS Publication SWR 40 and others identified during the IRS compliance studies in San Diego County. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 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. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Is the individual already an employee of the district in another capacity? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 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> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. Are there currently employees of the district doing substantially the same services as will be required of this individual? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 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> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 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. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

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> | <input type="checkbox"/> | <input type="checkbox"/> |
| 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> | <input type="checkbox"/> | <input type="checkbox"/> |
| 10. Can this relationship be terminated without the consent of <u>both</u> parties? | <input type="checkbox"/> | <input type="checkbox"/> |

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

PART II - continued

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

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

STOP HERE

and process the individual through payroll.

If 11 and 12 are both "YES", continue

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

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name
Isabelle Maranon

Business name, if different from above

Check appropriate box: ☒ Individual/
Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ☐ Exempt

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

City, state, and ZIP code

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. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person

Date 10/7/15

Purpose of Form

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

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

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

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

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

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments after December 31, 2001 (29% after December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Facilities & Operations Department

To: Board of Trustees

Action Item X

Date: October 21, 2015

Information Item

From: Craig Deason, Assist. Supt.

Attached Pages 30

Assist. Supt. Initials: CD

SUBJECT: Agreement Between Center Joint Unified School District
and GM Engineering for A/V System Upgrades - CHS

The District is requesting approval to enter into an agreement with GM Engineering to provide audio/visual design-engineering services at Center High School for a fee not to exceed \$31,000.00.

RECOMMENDATION: That the Board of Trustees approves the agreement with GM Engineering.

CONSENT AGENDA

1
2 **AGREEMENT**

3
4 **BETWEEN**

5
6 **CENTER JOINT UNIFIED SCHOOL DISTRICT**

7
8 **AND**

9
10 **GM ENGINEERING**

11
12 **FOR**

13
14 **A/V SYSTEM UPGRADES – CENTER HIGH SCHOOL**

15
16
17 **AUDIO/VISUAL DESIGN-ENGINEERING SERVICES**

18
19
20
21
22
23 **DOCUMENTS BOUND HEREWITH**

24
25 **Agreement Form**

26 **Exhibit A: Construction Budget, Project Schedule and Fees**
27 **Exhibit B: Reimbursable Expenses and Hourly Fees for Extra Services**
28 **Exhibit C: Sub-consultants**
29 **Exhibit D: Scope of Services and Deliverables**
30 **Exhibit E: DOJ Certification and List of Employees Authorized to Come on**
31 **to School Campuses**
32
33
34

CENTER JOINT UNIFIED SCHOOL DISTRICT
AGREEMENT FOR AUDIO/VISUAL DESIGN-ENGINEERING SERVICES

TABLE OF CONTENTS

| | Page |
|--|-------------|
| ARTICLE 1. DEFINITIONS..... | 3 |
| ARTICLE 2. BUDGETS..... | 4 |
| ARTICLE 3. BASIC SERVICES | 4 |
| ARTICLE 4. PROFESSIONAL SERVICES | 8 |
| ARTICLE 5. INDEPENDENT CONTRACTOR..... | 10 |
| ARTICLE 6. CONFLICTS OF INTEREST | 10 |
| ARTICLE 7. ASSIGNMENT AND SUBCONTRACTING | 10 |
| ARTICLE 8. EXTRA SERVICES | 10 |
| ARTICLE 9. OWNER'S RESPONSIBILITIES | 11 |
| ARTICLE 10. ESTIMATE OF CONSTRUCTION COSTS..... | 12 |
| ARTICLE 11. COMPENSATION | 13 |
| ARTICLE 12. PAYMENTS | 13 |
| ARTICLE 13. DEFAULT AND TERMINATION OF AGREEMENT | 14 |
| ARTICLE 14. PERFORMANCE TIME SCHEDULE..... | 15 |
| ARTICLE 15. ACCOUNTING RECORDS | 16 |
| ARTICLE 16. INSURANCE TO BE CARRIED | 16 |
| ARTICLE 17. REPRODUCTION OF DOCUMENTS | 17 |
| ARTICLE 18. RECORD DOCUMENTS | 17 |
| ARTICLE 19. OWNERSHIP OF DOCUMENTS AND RE-USE OF DOCUMENTS | 18 |
| ARTICLE 20. NOTICE OF CLAIMS AND DISPUTE RESOLUTION | 19 |
| ARTICLE 21. SUCCESSORS AND ASSIGNS..... | 20 |
| ARTICLE 22. INDEMNITY | 21 |
| ARTICLE 23. ADDITIONAL PROVISIONS | 22 |
| ARTICLE 24. FINGERPRINTING..... | 22 |
| ARTICLE 25. ENTIRE AGREEMENT | 23 |

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

CENTER JOINT UNIFIED SCHOOL DISTRICT

AGREEMENT FOR AUDIO/VISUAL DESIGN-ENGINEERING SERVICES

A/V SYSTEM UPGRADES PROJECT – CENTER HIGH SCHOOL

THIS AGREEMENT, made in three copies on October 21, 2015, by and between Center Joint Unified School District, hereinafter called "Owner" or the "District", and GM Engineering, hereinafter called the "Consultant".

Owner desires to retain Audio/Visual Design-Engineering services for an A/V System Upgrades at the Center High School hereinafter called "Project". Owner desires to retain Consultant to provide schematic design, design development, construction documents, award and bidding, construction phase and closeout services to develop, design, implement and complete the Project.

ARTICLE 1. DEFINITIONS

OWNER (DISTRICT): Center Joint Unified School District.

DESIGN-ENGINEER (CONSULTANT): GM Engineering. The organization or individual providing those professional design services set forth herein and associated with the A/V System Upgrades Project, as defined below.

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

CONTRACTOR: The construction contractor who receives the contract award for construction of the Project, as defined below.

PROJECT: Audio/Visual System Upgrades at Center High School, including upgrades to the Theater and Theater Control Room, Media Studio and Distributed IPTV systems.

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

ESTIMATE: Consultant's opinion of probable construction costs if the Project were to be put out to bid during the time specified in the Estimate.

CONTRACT DOCUMENTS: Contract Documents as used in this Agreement shall include the Notice to Bidders, the Instructions for Bidders, the Proposal Form, the Agreement for Construction, the Bid Bond, the Performance Bond, the Payment Bond, the General Conditions, the Special Provisions, the General Requirements, Exhibits, the Technical Specifications, the Contract Drawings and Plans, all duly

1 issued Addenda, Interpretations, change orders, Supplemental Drawings, the Contractor's Guarantee
2 and Bond, Preliminary Construction Schedule, and the Contract Schedule.

3
4 **ARTICLE 2. BUDGETS AND ESTIMATES**

5
6 A. The Construction Budget is established in attached Exhibit A.

7
8 B. Consultant shall design the Project in a manner that it can be constructed for a cost within the
9 Construction Budget.

10
11 C. Consultant shall follow the Owner's programmatic requirements and selection of materials,
12 systems, and components affecting the quality of construction.

13
14 D. During program development phase, Consultant shall provide conceptual Estimates for
15 evaluation of scope of work by element.

16
17 **ARTICLE 3. BASIC SERVICES OF THE CONSULTANT**

18
19 Consultant's Basic Services shall include all work described herein for the development of
20 schematic design and design development documents, Construction Documents including complete and
21 coordinated drawings, details and notes, and specifications, together with the Estimate, construction
22 administration and field observation of actual construction of the Project, all in accordance with this
23 Agreement, Owner's Facility Design Standards, and applicable laws and regulations. Consultant's Basic
24 Services shall be divided into the following components:

25
26 A. Schematic Design Phase

27
28 1. Consultant shall review site surveys, existing record documents, and any other reports
29 furnished to Consultant pursuant to Article 9 of this Agreement. After examining the site,
30 Consultant shall advise Owner as to whether such data are sufficient for purposes of design or
31 whether additional data are needed. If additional data are needed, Consultant shall recommend
32 and specify the manner in which the necessary information/data shall be provided and needed
33 services be obtained.

34
35 2. Consultant shall prepare schematic design documents based on the program approved
36 by Owner, schedule, and Construction Budget for the Project. The schematic design documents
37 shall establish the conceptual design of the Project illustrating the scale and relationship of the
38 Project components. The schematic design documents shall include a conceptual Project plan.
39 At the Consultant's option, or at the request of the Owner, the schematic design documents may
40 include study models, perspective sketches, electronic modeling or combinations of these media.
41 Preliminary selections of major building systems and construction materials shall be noted on
42 the drawings and described in writing.

43
44 3. Owner shall approve the schematic design documents in writing prior to Consultant
45 beginning the design development document phase. Consultant may be required to present
46 schematic design documents to Site Committee, District Facility Committee and Board of
47 Education prior to approval.

1
2 B. Design Development Document Phase
3

4 1. Consultant shall prepare design development documents based on the approved
5 schematic design documents and updated Construction Budget. The design development
6 documents shall illustrate and describe the refinement of the design of the Project, establishing
7 the scope, relationships, form, size and appearance of the Project by means of plans, sections,
8 elevations, typical construction details, and equipment layouts. The design development
9 documents shall include specifications that identify major materials and systems and establish in
10 general their quality levels.
11

12 2. For constructability and to fully coordinate existing conditions into the Construction
13 Documents to be prepared by Consultant, Consultant shall investigate and take measurements
14 of observable existing conditions and facilities. Where existing conditions are concealed,
15 Consultant shall make reasonable recommendations to Owner as to whether such conditions
16 should be exposed and, if so, the specific extent of such exposure. Owner may, but need not,
17 follow Consultant's recommendations. If Owner takes action to expose concealed conditions,
18 Consultant shall proceed with investigating and taking measurements.
19

20 3. Consultant shall obtain Owner's approval of the design development documents and
21 Estimate in writing prior to Consultant beginning the Construction Documents phase. Consultant
22 may be required to present design development drawings to Site Committee, District Facility
23 Committee and Board of Education prior to approval.
24
25

26 C. Construction Document Phase
27

28 1. Consultant shall prepare, based on the approved design development documents and
29 any further adjustment in the scope or quality of the Project authorized by Owner, working
30 drawings, plans and specifications setting forth in detail and prescribing the work to be done and
31 the materials, workmanship, finishes, and equipment required.
32

33 2. When the Construction Documents are fully coordinated and the quality control review
34 is completed, Consultant shall notify the Owner that the Construction Documents are ready for
35 third party review. Consultant shall cooperate with Owner in submitting the Construction
36 Documents to a third party for peer review and shall incorporate agreed upon third party peer
37 review comments into the Construction Documents. If any peer review comment is rejected by
38 Consultant and a change order is later required to resolve a deficiency in the Construction
39 Documents that would have been addressed by the rejected peer review comment, Consultant
40 shall be liable for all expense of the change order.
41

42 3. Consultant shall be responsible for coordinating its specifications with Division 0 and 1
43 documents supplied by Owner.
44

45 4. Consultant shall prepare 11 x 17 inch drawings of the entire project in PDF format,
46 including building designations, usage and square footage.
47

1 5. The Construction Documents shall be consistent with a design that can be constructed
2 within the Construction Budget.
3

4
5 D. Bid and Award Phase
6

7 1. Consultant shall assist Owner during bid and award phase as follows:
8

9 a. Attendance at and participation in pre-bid meeting(s).
10

11 b. Responding to technical questions from bidders in a timely manner so as not to
12 delay their ability to prepare accurate bids.
13

14 c. Preparation of addenda as appropriate or requested by Owner.
15

16 E. Construction Phase
17

18 1. Consultant shall provide general direction to a Project Inspector (Inspector) employed by
19 and responsible to Owner. Consultant shall advise the Inspector and Contractor in the
20 preparation of a marked set of prints (record documents), indicating dimensioned location of
21 buried utility lines and other construction features, which shall be forwarded to Consultant for
22 Owner upon completion of the Project.
23

24 2. Consultant shall administer the construction phase, as required by this Agreement, the
25 Contract Documents, and the applicable statutes and regulations. Consultant shall comply with
26 all time lines set forth in the Contract Documents for its construction phase services. Consultant
27 shall observe and become familiar with the general quality of construction and report in writing
28 to Owner any observed instance where the materials, workmanship, or the general quality of
29 construction is not in conformance with the Contract Documents, the California Building
30 Standards Code requirements, or generally accepted industry standards of quality.
31

32 3. In providing Services during the construction phase, Consultant shall employ individuals
33 on the Project to whom Owner has no reasonable objection. In the event Owner has a
34 reasonable objection to any employee of Consultant performing work on the Project, it shall
35 notify Consultant, which shall promptly cause the individual to be removed from the Project.
36

37 4. Consultant, as a representative of Owner, shall make visits to the site at least once per
38 week to render observations in order to: (1) become generally familiar with, and to keep Owner
39 informed about, the progress and quality of the portion of the Project completed; (2) endeavor
40 to guard Owner against nonconforming work and deficiencies in the work; and (3) determine in
41 general if the work is being performed in a manner indicating that the work, when fully
42 completed, will be in accordance with the Contract Documents. Consultant shall attend weekly
43 on-site construction meetings and shall otherwise be available to Owner and the Inspector for
44 site meetings on an "as-needed" basis.
45

46 5. Consultant shall not be required to make exhaustive or continuous on-site inspections to
47 check the quality or quantity of the work. Consultant shall neither have control over or charge

1 of, nor be responsible for, the construction means, methods, techniques, sequences or
2 procedures, or for safety precautions and programs in connection with the work, since these are
3 solely Contractor's rights and responsibilities under the Contract Documents.
4

5 6. Consultant shall make regular reports; review submittals and shop drawings for
6 conformance with design intent; review Requests for Information (RFI's) and promptly issue
7 responses; review requests for substitution of materials, equipment, and the laboratory reports
8 thereof; assist in the preparation of change orders, if any, for written approval of Owner; provide
9 a schedule of all materials in the Project for Owner's review and approval; assist in determining
10 date of final completion; make final review of the Project; review (i) written guarantees to
11 ensure compliance with contract requirements, (ii) instruction books, (iii) diagrams, and (iv)
12 charts required of the Contractor; issue Consultant's certificate of completion and final
13 certificate for payment; and provide all close-out documentation required by applicable state
14 agencies, as well as record documents, within sixty (60) days of Owner's Notice of Completion.
15

16 7. Consultant shall review Contractor's applications for payment and certify the amounts
17 due Contractor and shall issue certificates for payment in such amounts. Consultant's
18 certification for payment shall constitute a representation to Owner, based on Consultant's
19 evaluation of the work and on the data comprising Contractor's application for payment, that
20 the work has progressed to the point indicated and that, to the best of the Consultant's
21 knowledge, information, and belief, the quality of the work is in accordance with the Contract
22 Documents. The foregoing representations are subject to: (1) evaluation of the work at
23 subsequent milestones, including, without limitation at final completion; (2) the results of
24 subsequent tests and inspections; (3) correction of minor deviations from the Contract
25 Documents; and, (4) any specific qualifications expressed by the Consultant.
26

27 8. Consultant shall interpret the Contract Documents and decide matters concerning
28 performance of Owner and Contractor under the requirements of the Contract Documents, on
29 written request of either Owner or Contractor and advise Owner. Consultant's response to such
30 requests shall be made with reasonable promptness and within any time limits agreed upon or
31 set forth in the Contract Documents. Interpretations and decisions of the Consultant shall be
32 consistent with the intent of and reasonably inferable from the Contract Documents and shall be
33 in writing or in the form of drawings. When making such interpretations and decisions,
34 Consultant shall endeavor to secure faithful performance by both Owner and Contractor, and
35 shall not show partiality to either.
36

37 9. At Owner's written request, Consultant shall assist Owner with any claim resolution
38 process involving Contractor and Owner, including, without limitation, serving as a witness or
39 providing other Professional Services relating to hearings or other legal proceedings.
40

41 a. The parties recognize that this clause is a means of expediting resolution of
42 claims among Owner, Contractor and Consultant. However, it is understood that
43 Contractor is not an intended third party beneficiary of this clause.
44

45 b. Compensation for these Extra Services under this Paragraph 11 of Article 3.F
46 shall be provided as set forth in the payment provisions for Extra Services under Articles
47 11 and 12.

c. At Owner's sole discretion, Consultant's payment for these Extra Services in claim resolution may be withheld pending the outcome of any settlement. To the extent that Consultant is held responsible for the claim after a final determination is made in accordance with Article 20 of this Agreement, a proportion of the payment for these Extra Services may be permanently withheld.

d. Nothing in this Article shall in any way limit Owner's rights and remedies under this Agreement against Consultant for any errors or omissions or breaches of any kind related to this Agreement or Consultant's responsibilities under it.

10. The Consultant agrees to continue to work diligently to completion so long as progress payments continue to be made except for those amounts which are withheld and which are in dispute under this Agreement.

11. One (1) set of completed documents for each phase (SD's, DD's, and 100% CD's) shall be sent to the Owner for progress review and comment. The Owner is under contract with a local reproduction company, which shall be utilized by the Consultant for printing and distribution of these progress review documents at the Owner's expense. In addition, one (1) copy of each is to be sent to a pre-determined Cloud-based electronic posting.

F. Post Construction Phase

Consultant shall perform a follow-up review of the entire Project and prepare and deliver a written report to Owner on apparent deficiencies in construction not later than three (3) months prior to the expiration of the General Construction Contract guarantee period for the Project.

ARTICLE 4. PROFESSIONAL SERVICES OF THE CONSULTANT

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

1 B. Except with Owner's knowledge and consent, the Consultant shall not engage in any activity, or
2 accept any employment, interest or contribution that would reasonably appear to compromise the
3 Consultant's professional judgment, impartiality or professionalism with respect to the Project or the
4 Owner.
5

6 C. Consultant shall, as part of the Basic Professional Services, furnish, at its expense, the services of
7 specialist(s) and other necessary design professionals as determined by Consultant and acceptable to
8 Owner, properly skilled and licensed in California in the various aspects of the design and construction of
9 facilities required. Consultant's sub-consultants shall be listed in Exhibit D and shall not be changed
10 without prior written consent of the Owner. Owner does not assume any liability, duty or obligation to
11 Consultant's sub-consultants or their agents and employees by execution or performance of this
12 Agreement, and nothing in this Agreement shall create any contractual relation between Owner and any
13 sub-consultants, or their agents and employees, employed by Consultant. No sub-consultants, agents,
14 employees or other parties are third party beneficiaries of this Agreement. Consultant shall be
15 responsible to Owner for the acts and omissions of its employees, sub-consultants, and their agents and
16 employees, and other persons performing any of the work under this Agreement.
17

18 D. Consultant shall, as part of its Basic Services, coordinate its work with the work of any
19 consultant(s) employed by the Owner in connection with the Project so as to prevent any discrepancies or
20 inaccuracies in the Construction Documents and any delays in the Project schedule. The Consultant
21 assumes the responsibility of incorporating the work of these consultants into the Construction Documents.
22

23 E. The Consultant, as part of its Basic Services, shall be responsible for the design, construction
24 administration, testing, and staff training for the Project.
25

26 F. Consultant shall not, either during or after the term of this Agreement, make public any reports
27 or articles, or disclose to any third party any information specifically designated as confidential by
28 Owner, without the prior written consent of Owner. Consultant shall require of its sub-consultants
29 similar agreements not to disclose such confidential information.
30

31 G. Consultant shall review laws, codes, and regulations applicable to Consultant's Services.
32 Consultant shall respond in the design of the Project to requirements imposed by governmental
33 authorities having jurisdiction over the Project.
34

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

1
2 **ARTICLE 5. INDEPENDENT CONTRACTOR**
3

4 Consultant shall be an independent contractor, and neither Consultant nor any employee of
5 Consultant or its sub-consultants shall be deemed to be an employee of Owner.
6

7
8 **ARTICLE 6. CONFLICTS OF INTEREST**
9

10 The Consultant affirms that, to the best of its knowledge, there exists no actual or potential
11 conflict between family, business, or financial interests of the Consultant and performance of its Services
12 under this Agreement. In the event of change in either interests or Services under this Agreement, the
13 Consultant affirms that it will raise with the Owner any question regarding possible conflict of interest
14 which may arise as a result of such change.
15

16
17 **ARTICLE 7. ASSIGNMENT AND SUBCONTRACTING**
18

19 Except as expressly authorized herein, Consultant shall neither assign its rights nor delegate its
20 duties under this Agreement without prior written consent of Owner, which consent may be withheld for
21 any reason, or no reason, in Owner's absolute discretion. This prohibition of assignment and delegation
22 extends to all assignments and delegations that lawfully may be prohibited by agreement.
23

24
25 **ARTICLE 8. EXTRA SERVICES OF THE CONSULTANT**
26

27 A. The following Services, if necessitated by unusual circumstances and through no fault or neglect
28 on the part of Consultant or its sub-consultants, shall be paid for as Extra Services by Owner, as provided
29 in Articles 11 and 12. Additional compensation for Extra Services shall be conditioned upon prior receipt
30 of formal written authorization from Owner to perform the work as Extra Services and no claim for any
31 additional compensation or reimbursement shall be valid unless so authorized.
32

33 1. Preparation of additional plans or specifications in order to satisfy the requirements of
34 the applicable public authority, due to changes in policy or law not reasonably anticipated by
35 Consultant and provided that the requirement for these additional documents occurs after
36 completion of the design development phase.
37

38 2. If directed by Owner, the employment of special consultants other than those required
39 in Article 4.C.
40

41 3. Revisions required as a result of changes in the Owner's previous instructions or
42 approvals and through no fault of the Consultant, after the Construction Documents have been
43 approved.
44

45 4. Providing assistance such as testing, adjusting and balancing in the utilization of
46 equipment or systems and preparation of operation and maintenance manuals.
47

5. Preparation of drawings and documents to support construction contract change orders which necessitate additional work by Consultant; provided that the change order is not contributed to by the negligence or carelessness of Consultant. Consultant shall keep accurate records of the time spent in preparation of such documents and shall provide monthly statements of the same to Owner identified as to each specific change order item.

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

7. Preparing to serve or serving as a witness in connection with any hearing, dispute resolution proceeding or legal proceeding, other than that necessitated by negligent or willful acts or omissions of Consultant or its sub-consultants.

8. Providing services made necessary by the failure of performance, the termination or default of a contractor; or by major defects or deficiencies in the work of any contractor.

9. Special Meetings with the Oversight Committee, community groups and/or other committees other than as reasonably required or noted elsewhere in the Agreement.

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

11. Formal value engineering sessions and detailed life-cycle cost analysis beyond those normally provided.

B. In no event shall Consultant be entitled to receive compensation for Extra Services if required as a result of Consultant's or its sub-consultants' errors, omissions, or failure to perform in accordance with this Agreement.

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

D. Changes in the Consultant's Basic Services or duration of the Agreement, and entitlement to additional compensation, shall be made by a written Amendment to this Agreement executed by the Owner and the Consultant. The Amendment shall be executed promptly by the Owner and the Consultant. The Consultant shall proceed to perform the services required by the Amendment only after receiving written authorization directing the Consultant to proceed.

ARTICLE 9. OWNER'S RESPONSIBILITIES

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

- 1
2 B. Owner shall furnish available record drawings of existing structures.
3
4 C. Owner shall furnish all required inspection and testing services in conjunction with the Project.
5
6 D. Owner shall furnish all legal advice and services required for the Project.
7
8 E. Owner shall provide a complete Division 0 and Division 1 package for inclusion in the Contract
9 Documents.
10
11 F. Owner shall periodically update the Construction Budget.
12
13 G. Owner shall provide hazardous materials consultant services for the Project, which consultant
14 shall provide Hazardous materials specifications to be included by Consultant as part of the project
15 manual. Owner shall have no responsibility for the accuracy and completeness of such specifications nor
16 have any liability for work done under said specifications.
17
18 H. The Owner shall designate an officer, employee or other authorized representatives to act in the
19 Owner's behalf with respect to the Project. The Representative shall have the authority to approve changes
20 in the scope of the Project and shall be available as often as may be required to render decisions and to
21 furnish information in a timely manner.
22
23 I. During Contractor's guarantee period, Owner shall notify Consultant in writing of apparent
24 deficiencies in materials or workmanship.
25
26

27 **ARTICLE 10. ESTIMATE OF CONSTRUCTION COSTS**
28

- 29 A. Estimates referred to in Article 2 shall be prepared in a format acceptable to Owner, providing
30 the appropriate level of detail for the phase of Project development. The format will typically be the
31 Construction Specifications Institute 16 division breakdown, including itemized equipment list, unless
32 otherwise directed by Owner. Estimates shall consider prevailing wages, current or anticipated
33 construction costs and include all work for which bids will be received. It is understood that the
34 Construction Budget is affected by the labor and material market, as well as other conditions beyond
35 the control of Consultant or Owner.
36
37 B. Consultant shall review all Estimates required at each phase of its Services and compare the
38 Estimates with the Construction Budget.
39
40 C. Prior to any bid, Owner may adjust the approved Construction Budget based on changes in the
41 cost of public school construction in the County where the project is located, after the time frame in
42 which the Construction Budget was initially established.
43
44
45
46

1 **ARTICLE 11. CONSULTANT COMPENSATION**

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

8
9 B. Reimbursable Consultant Costs/Expenses: Owner recognizes that certain costs and expenses
10 associated with the Professional Services performed are reimbursable to Consultant. The descriptive
11 categories of expenses that may be considered for reimbursement are defined in Exhibit B. Provided that
12 Consultant obtains Owner's prior written approval, costs and expenses will be reimbursed to Consultant
13 in accordance with Exhibit A. Owner's prior written authorization is an express condition precedent to
14 any reimbursement to Consultant of such costs and expenses, and no claim for any additional
15 compensation or reimbursement shall be valid absent such prior written approval by Owner.

16
17 C. Consultant shall submit one (1) invoice monthly to the Owner for the fee associated with the
18 applicable progress to completion percentage, reimbursable expenses (if any) and Extra Services (if any)
19 incurred for the billing period. Invoices requesting reimbursement for expenses incurred during the
20 billing period must clearly list items for which reimbursement is being requested and be accompanied by
21 proper documentation (e.g. receipts, invoices) including a copy of Owner's authorization notice for
22 invoiced item(s). Invoices requesting payment for Extra Services must reflect hours being charged and a
23 copy of Owner's authorization notice. No payments will be made by the Owner to the Consultant for
24 monthly invoices requesting reimbursables or Extra Services absent the prior written authorization of the
25 Owner. All Owner approved charges incurred under this Agreement shall be due and payable within
26 thirty (30) days of approval of the invoice.

27
28 **ARTICLE 12. PAYMENTS TO THE CONSULTANT**

29
30 A. Payments on account of the agreed compensation in Article 11 shall be:

31
32 1. Schematic Design Phase - Compensation stated in Exhibit A. Billings shall be monthly or
33 lump sum, in arrears, based upon work completed.

34
35 2. Design Development Phase - Compensation stated in Exhibit A. Billings shall be monthly
36 or lump sum, in arrears, based upon work completed.

37
38 3. Construction Documents Phase - Completed Construction Documents, fully coordinated
39 and quality-controlled by Consultant and submitted to Owner for peer review— Compensation
40 stated in Exhibit A.

41
42 4. Construction Phase – Construction complete and accepted by Owner – including Project
43 documentation, including, without limitation, record documents forwarded to Owner.
44 Compensation stated in Exhibit A.

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

2
3 1. Deferred Bids: Delay in the award of the contract shall not affect Consultant's
4 compensation unless Extra Services are required.

5
6 2. Delayed Completion: Except as provided elsewhere in this Agreement, Consultant's
7 compensation shall be paid at the time and in the amount noted.

8
9 C. Owner may withhold, or on account of subsequently discovered evidence nullify, the whole or a
10 part of any payment to such extent as may be necessary to protect Owner from loss, including costs and
11 attorneys' fees, on account of: (1) defective or deficient work product not remedied; (2) failure of
12 Consultant to make payments properly to its employees or sub-consultants; or (3) failure to adhere to
13 the Project design schedule or to achieve sufficient progress with the design work such that Consultant is
14 unlikely to achieve timely completion.

15
16
17 **ARTICLE 13. DEFAULT AND TERMINATION OF AGREEMENT**

18
19 A. Consultant Default: If Consultant at any time refuses or neglects to prosecute its work in a
20 timely fashion or in accordance with the Project schedule, or is adjudicated a bankrupt, or commits any
21 act of insolvency, or makes an assignment for the benefit of creditors, or fails to make prompt payment
22 to persons furnishing labor, equipment, or materials, or fails in any respect to properly and diligently
23 prosecute its work, or otherwise fails to perform fully any and all of the agreements herein contained,
24 Consultant shall be in default.

25
26 B. Cure: If Consultant fails to cure the default within seven (7) days after written notice thereof,
27 Owner may, at its sole option, take possession of any documents, files (including electronic files), or
28 other materials prepared or used by Consultant in connection with the Project and provide or secure
29 from others, including Consultant's sub-consultants, any such work, labor, or materials as may be
30 necessary to overcome the default and deduct the cost thereof from any money then due or thereafter
31 to become due to Consultant under this Agreement.

32
33 C. Default Termination: In the event Owner elects to terminate Consultant due to Consultant
34 default, Owner shall have the right to immediate possession of all plans, specifications, and other work
35 in progress prepared by Consultant, whether located at the Project, at Consultant's place of business, or
36 at the offices of a sub-consultant, and may employ any other person or persons to finish the design work
37 and provide the materials therefore. In case of such default termination, Consultant shall not be entitled
38 to receive any further payment under this Agreement until the Project is completely finished. At that
39 time, if the unpaid balance of the amount to be paid under this Agreement exceeds the expenses
40 incurred by Owner in finishing the Project, such excess shall be paid by Owner to Consultant, but, if such
41 expenses shall exceed such unpaid balance, then Consultant shall promptly pay to Owner the amount by
42 which such expense exceeds such unpaid balance. The expenses referred to in the last sentence shall
43 include expenses incurred by Owner in causing the Services called for under this Agreement to be
44 provided by others, for attorneys' fees, and for any damages sustained by Owner by reason of
45 Consultant's default or defective work, plus ten percent (10%) on any and all such expenses as allowed
46 by law.

1 D. Owner Default: Consultant may terminate this Agreement for cause upon seven (7) days'
2 written notice to Owner for any of the following reasons: (1) Owner fails to timely pay undisputed sums
3 due to Consultant; (2) Owner assigns this Agreement or transfers ownership of the Project prior to
4 completion of Consultant's Services under this Agreement if the assignment or transfer is made without
5 the prior written consent of Consultant; or (3) Owner suspends the Project or Consultant's Services for
6 more than 180 consecutive days. Owner shall have the right to cure the stated ground for termination
7 within the seven (7) day notice period, or such longer period that is reasonably required to cure the
8 default, and, in the event of cure, Consultant's notice shall become null and of no further force or effect.
9

10 E. Termination for Convenience. In addition to the foregoing right to terminate for default, Owner
11 reserves the absolute right to terminate this Agreement without cause, for any reason whatsoever, upon
12 thirty (30) days' written notice to Consultant. In the event of such a termination without cause, Owner
13 shall have the right to immediate possession of all plans, specifications, and other work in progress
14 prepared by Consultant, whether located at the Project, at Consultant's place of business, or at the
15 offices of a sub-consultant, and may employ any other person or persons to finish the design work and
16 provide the materials therefore. Also, in the event of such a termination without cause, Consultant shall
17 be entitled to payment in an amount not to exceed the contract price which shall be calculated as
18 follows: (1) Payment for any phase of the work then satisfactorily completed and accepted by Owner,
19 according to the percentages set forth in Article 12; plus (2) approved reimbursable costs actually
20 incurred by Consultant in connection with performance according to Article 11; plus (3) a portion of the
21 percentage applicable to the phase which is in progress, which bears the same ratio to the total amount
22 to be earned for that phase as the work then completed in that phase bears to the total work to be
23 accomplished in that phase; plus (4) reasonable termination expenses, which shall not exceed 3% of the
24 Basic Services amount earned to date of termination, without costs, or the remaining base Contract
25 amount, whichever is less. There shall be deducted from such sums as provided in this section the
26 amount of any payment made to Consultant prior to the date of termination of this Agreement.
27 Consultant shall not be entitled to any claim or lien against Owner or the Project for any additional
28 compensation or damages in the event of such termination and payment. In addition, Owner's right to
29 withhold funds under Article 12.E shall be applicable in the event of a termination for convenience.
30

31 F. If this Agreement is terminated by Owner for default and it is later determined that the default
32 termination was wrongful, such termination automatically shall be converted to and treated as a
33 termination for convenience under this Article and Consultant shall be entitled to receive only the
34 amounts payable hereunder in the event of a termination for convenience.
35

36 G. Survival of Obligations: Except as otherwise stated in this Agreement, no termination of this
37 Agreement shall excuse or otherwise relieve Consultant of its responsibilities under this Agreement,
38 including, without limitation, the standard of care for its work and Services, with respect to any work or
39 Services performed prior to the date of termination. All of Consultant's responsibilities under this
40 Agreement with respect to work or Services performed prior to the date of termination shall survive any
41 termination.
42
43

44 **ARTICLE 14. PERFORMANCE TIME SCHEDULE**

45

46 A. Consultant shall prepare and submit for Owner approval a schedule for the performance of
47 Consultant's Services. This schedule shall include reasonable allowances for review and approval times

1 required of Owner, performance of services by Owner's consultants, and review and approval times
2 required by authorities having jurisdiction over the Project. This schedule shall be equitably adjusted as
3 the Project progresses, allowing for changes in scope, character, or size of the Project as requested by
4 Owner, or for delays or other causes beyond the Consultant's reasonable control.
5

6 B. Consultant shall respond to the following specific items within the time frames indicated below:
7

- 8 1. Requests for Information: 3 days
- 9 2. Change order requests: 5 days
- 10 3. Submittals: 5 days, or as agreed upon in writing by District,
11

12 C. In the event Consultant fails to perform its obligations under this Agreement within the times
13 specified in the approved schedule for its work and thereby delays the Project, Owner may withhold
14 monthly progress payments until all work within the particular phase at issue is completed or the
15 schedule for Consultant's work has been recovered. This remedy shall be in addition to, and not in
16 derogation of, Owner's other rights and remedies relating to Consultant's default, whether under this
17 Agreement or applicable law.
18
19

20 **ARTICLE 15. ACCOUNTING RECORDS OF THE CONSULTANT** 21

22 A. Records of Consultant's direct personnel, sub-consultants, and reimbursable expenses pertaining
23 to any Services on this Project shall be kept on a generally recognized accounting basis and shall be
24 available to Owner or its authorized representative, upon reasonable notice, during normal business
25 hours.
26

27 B. Owner or the Owner's authorized representative shall have access to any plans, specifications,
28 books, documents, accounting records, papers, Project correspondence, Project files and other records
29 of Consultant or its sub-consultants directly or indirectly related to the Project upon reasonable notice,
30 during normal business hours. Such access shall include the right to examine and audit such records and
31 make excerpts, transcriptions and photocopies at Owner's expense.
32
33

34 **ARTICLE 16. INSURANCE TO BE CARRIED BY CONSULTANT** 35

36 Consultant shall procure and maintain insurance on all of its operations during the progress of its
37 work on the Project, with reliable insurance companies approved by the State of California Department
38 of Insurance and with a Bests' rating of no less than (B+) Level VII, on forms acceptable to Owner, for the
39 following minimum insurance coverages:
40

41 A. Workers' Compensation insurance and occupational disease insurance, as required by law, and
42 employer's liability insurance, with minimum limits of \$1,000,000, covering all workplaces involved in
43 this Agreement.
44

45 B. Commercial general liability insurance, with limits of not less than as indicated in either (1) or (2)
46 as follows: (1) Bodily Injury Liability - \$1,000,000 each person, \$1,000,000 each occurrence; Property
47 Damage Liability - \$1,000,000 each occurrence, \$1,000,000 aggregate; (2) single limit for Bodily Injury

1 Liability and Property Damage Liability combined of \$1,000,000 each occurrence and \$1,000,000
2 aggregate.
3

4 1. The insurance shall cover all operations of Consultant, including but not limited to the
5 following: (1) broad form property damage liability; (2) personal injury liability endorsement;
6 and (3) automobile bodily injury and property damage insurance, including all owned, if any,
7 hired and non-owned equipment.
8

9 2. All general liability policies shall name Owner and Program Manager(s) as an additional
10 insured and shall provide that such policy is primary insurance.
11

12 C. Consultant shall also provide Professional Liability Insurance for the Project, written on a "Claims
13 Made Basis," with limits of liability in amounts not less than \$1,000,000 per claim and \$1,000,000
14 aggregate, insuring Consultant, for its own acts and for the acts of all persons for whose acts Consultant
15 may be liable, against liabilities arising out of or in connection with the negligent acts, errors, or
16 omissions of any of the foregoing in connection with the carrying out of their professional
17 responsibilities for the Project. Consultant shall provide Owner proof of professional liability insurance
18 coverage for two years following final completion of the Project. All such professional liability policies
19 shall include an endorsement or other provision covering the indemnification provisions of Article 22.
20

21 D. Consultant shall also provide Certificates of Insurance, or other evidence of insurance as
22 requested by Owner, to Owner within ten (10) days after receipt by Consultant of a signed version of this
23 Agreement. The certificates shall provide that there will be no cancellation, suspension, voiding or
24 change of coverage without thirty (30) days' prior written notice to Owner.
25

26 E. There shall be no reduction or modification of coverage of insurance required by this Agreement
27 without the written consent of Owner.
28
29

30 **ARTICLE 17. REPRODUCTION OF DOCUMENTS** 31

32 A. Consultant shall provide, at no additional expense to Owner, copies of the drawings and
33 specifications for the review and approval of Owner at the end of schematic design and design
34 development, and completed and quality-controlled sets for constructability review. Owner's
35 requirement is one (1) reproducible master for each item; state agency requirements (if applicable) are
36 to be determined and provided by Consultant, including any electronic media in a format acceptable to
37 the agencies, at no additional expense to the Owner.
38

39 B. Consultant shall provide one (1) reproducible master and one (1) electronic master in AutoCAD
40 (most current version) compatible format for drawings, and one (1) copy in the most current version of
41 Microsoft Word for the project manual of the final approved Contract Documents for bidding and
42 construction purposes.
43

44 **ARTICLE 18. RECORD DOCUMENTS** 45

46 A. At completion of the Project (or any portion that is constructed as a discrete unit), Consultant
47 shall prepare and furnish to Owner one (1) set of reproducible record drawings and one (1) set of

1 marked specifications showing materials and methods of construction as actually accomplished. These
2 shall be prepared by revision of the original drawings from field work drawings to show changes
3 incorporated in the work, based upon Contractor's representation of actual construction. Owner shall
4 furnish Consultant one (1) set of field working drawings and specifications noting changes, and direct
5 Consultant as to level of detail and completeness desired in record drawings. Since cost of this item will
6 not be able to be determined until construction is complete, Consultant shall provide an allowance of
7 Fifteen Hundred and NO/100 Dollars (\$1,500.00) for this work within the base fee, with stipulation that
8 any unused amount shall be credited back to Owner.
9

10 B. The Consultant may insert the following notice on all record drawings; "These record drawings
11 (or corrected specifications) have been prepared based on information submitted, in part, by others. The
12 Consultant has provided a review consistent with its legal standard of care."
13

14 C. At completion of all construction tasks, Consultant shall furnish to Owner one (1) reproducible
15 master and one (1) electronic master (in AutoCAD's most current version) compatible format for
16 drawings, Microsoft Word most current version for project manual.
17

18 **ARTICLE 19. OWNERSHIP OF DOCUMENTS AND RE-USE OF DOCUMENTS** 19

20 A. All plans for the Project, including, but not limited to, record documents, specifications, and
21 Estimates prepared pursuant thereto, shall be and remain the property of the Owner for the purposes of
22 repairs, maintenance, renovations, modernization, or other purposes, only as they relate to the Project.
23 Notwithstanding same, Owner may use the plans, record documents, specifications, or Estimates related
24 to the Project for the purposes of additions, alignments, or other development on the site.
25

26 B. Notwithstanding Paragraph A above, if the Owner proposes to reuse the plans prepared by the
27 Consultant within the District or if the Owner proposes to employ any other person or persons to finish
28 the design work and provide the materials therefore because of a Termination for Convenience as set
29 out in Article 13, the terms and the conditions for the use or reuse shall be set forth in an Amendment to
30 this Agreement or other subsequent writing executed by Owner and Consultant. However, under any
31 circumstances, in the event of any use, reuse or modification of the Consultant's drawings, specifications
32 or other documents by any person, firm or legal entity, the names and seals of the Consultant and the
33 Consultant's Consultants, if any, shall first be removed from the Consultant's drawings, specifications or
34 other documents. The Owner further agrees to indemnify, defend and hold Consultant harmless from
35 any and all claims, liabilities, suits, demands, losses, costs, expenses including, but not limited to,
36 reasonable attorney's fees accruing to or resulting from any and all persons, firms or any other legal
37 entity, on account of any damage or loss to property or persons, including, but not limited to, death
38 arising out of such use, reuse or modifications of the Consultant's drawings, specifications or other
39 documents, provided that such injury, damage, loss, and/or death was not a result of negligent design
40 errors, design deficiencies, or omissions contained in the original documents. Notwithstanding anything
41 in this Agreement to the contrary, in the event of a termination of Consultant for default under Article
42 13, there shall be no limitation on the Owner's right to use any of the plans, specifications or other
43 documents prepared by Consultant.
44

45 C. Except as otherwise permitted in this Agreement, Owner shall not assign, delegate, sublicense,
46 pledge or otherwise transfer the right to use and re-use the documents to any other party without the
47 prior written authorization of Consultant. However, in addition to the rights to use and re-use the

documents as set forth in this Article 19, Owner shall be permitted to authorize Contractor or any construction subcontractor, equipment supplier or material supplier to use and reproduce, to the fullest extent necessary, applicable portions of the documents appropriate to and for use in their work for this Project.

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

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

ARTICLE 20. NOTICE OF CLAIMS AND DISPUTE RESOLUTION

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

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

C. Mediation. The parties agree that all claims, disputes or controversies between the parties arising out of or relating to this Agreement, or breach thereof and not resolved by Direct Negotiation per Paragraph B hereinabove, shall initially be submitted to non-binding mediation before a mediator mutually agreed upon by the parties. In the event the parties are unable to agree upon the identity of the mediator within fifteen days from the date either party submits a written request to mediate a claim, dispute or controversy, the mediator shall be selected and the mediation administered under the Construction Mediation Rules of the American Arbitration Association. The costs and fees of the

mediator shall be paid equally by the parties. The parties shall negotiate in good faith in an effort to reach an agreement with respect to the claim, dispute or controversy. Neither party shall commence or pursue arbitration or litigation until the completion of mediation proceedings.

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

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

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

CLAIM CERTIFICATION

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

Dated: _____

Company: GM Engineering

Signature

Title

ARTICLE 21. SUCCESSORS AND ASSIGNS

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

1
2
3 **ARTICLE 22. INDEMNITY**
4

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

19 B. Consultant shall indemnify, defend, and hold Owner harmless against any claim, suit, or action,
20 or any alleged violation or infringement of patent rights, copyrights, or other intellectual property rights
21 which may be made against Owner by reason of Consultant's use, in connection with or as a part of the
22 Project, of anything which is now or may hereafter be covered by patent, copyright, trademark, or other
23 intellectual property rights, and also against all expenses, including attorneys' fees and expert witness'
24 fees, which Owner may incur in defending or adjusting any such claim, suit, or action.
25

26 C. Owner shall defend, indemnify and hold harmless Consultant, its officers, directors, employees
27 and sub-consultants (collectively "Consultant") from and against any and all claims, liability, loss,
28 damage, costs or expenses, including reasonable attorneys' fees, expert's fees, awards, fines or
29 judgments, to the extent caused by Owner's intentional acts or willful misconduct in the performance of
30 its obligations under this Agreement. Owner's duty to defend shall not include the duty to provide a
31 defense but shall include paying Consultant for all defense costs incurred by Consultant for the claims
32 described herein to the extent that Owner caused the injury and resulting damages as a direct result of
33 its intentional acts or willful misconduct. Owner shall not be obligated under this Agreement to defend
34 or indemnify Consultant to the extent that the damage is caused by the negligence or willful misconduct
35 of Consultant or its agents or servants.
36

37 D. Consultant and Owner each agree to promptly serve notice on the other party of any claims
38 arising hereunder, and shall cooperate in the defense of any such claims.
39

40 E. The acceptance by Owner or its representatives of any certificate of insurance providing for
41 coverage of any kind shall in no event be deemed a waiver of any of the provisions of this Article 22.
42 None of the foregoing provisions shall deprive Owner or Consultant of any action, right or remedy
43 otherwise available by law.
44
45
46
47

1
2 **ARTICLE 23. ADDITIONAL PROVISIONS**
3

4 Severability: In the event that any term or provision of this Agreement is held to be illegal, invalid, or
5 unenforceable, under applicable laws, regulations, or ordinances, such term or provision shall be
6 deemed severed from this Agreement and the remaining terms and provisions shall continue in full force
7 and effect.
8
9

10 **ARTICLE 24. FINGERPRINTING**
11

12 A. Education Code Section 45125.1 shall apply to the Project and this Agreement. The District
13 administrator initiating or responsible for this Agreement shall, pursuant to Section 45125.1 and District
14 policy and guidelines, determine whether fingerprinting is required of Consultant or its employees. Once
15 such determination is made, the administrator shall verify his/her determination on the signature page
16 of this Agreement. If the Administrator concludes fingerprinting is required, the following shall apply:
17

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

34 2. Failure to comply with this provision shall constitute grounds for termination of this
35 Agreement.
36
37

1
2 **ARTICLE 25. ENTIRE AGREEMENT**
3

4 A. Neither amendments to nor modifications of this Agreement shall be effective unless signed by
5 officials of Consultant and Owner having authority equal to or greater than that of the officials signing
6 this Agreement. Owner and Consultant hereby agree to the full performance of the covenants contained
7 herein.
8
9

GM Engineering

Center Joint Unified School District

By: Gene J. Masserini
Principal

By: Scott A. Loehr
Superintendent


(Signature)

(Signature)

Date: 9/24/15

Date: _____

3925 U Street
Sacramento, CA 95817
(530) 295-9371

8408 Watt Avenue
Antelope, CA 95842
(916) 338-6400

Tax ID # 143-40-9242

10
11 **Board Approval Date:** October 21, 2015
12

13 **Department of Justice (DOJ) Fingerprinting:** Required
14

EXHIBIT A
CONSTRUCTION BUDGET, PROJECT SCHEDULE, AND CONSULTANT FEES
AGREEMENT
BETWEEN
CENTER JOINT UNIFIED SCHOOL DISTRICT AND GM ENGINEERING
FOR
DESIGN-ENGINEERING SERVICES AUDIO/VISUAL SYSTEM UPGRADES
AT CENTER HIGH SCHOOL

Conceptual Construction Budget: \$312,900.00

Project Schedule:

Note: CJUSD School 2015-2016 session ends 5/25/16
CJUSD School 2016-2017 session begins 8/3/16

| <u>Description of Milestone</u> | <u>Date to Complete</u> |
|--|-------------------------|
| 1) Board Approval of Agreement | 10/21/15 |
| 2) Site surveys and scope verification | 10/26/15 – 11/6/15 |
| 3) Programming/SD Phase | 11/9/15 – 11/27/15 |
| 4) Design Development Phase | 11/30/15 – 1/1/16 |
| 5) Construction Document Phase | 1/4/16 – 2/3/16 |
| 6) Bid/Award/Procurement Phase | 2/4/16 – 5/27/16 |
| 7) Construction Phase | 5/31/16 – 7/15/16 |
| 8) Move-in/Staff Training | 7/18/16 – 7/29/16 |
| 9) Close-Out Phase | 8/1/16 – 8/31/16 |

Consultant Fees:

A fee not to exceed Thirty-one Thousand and NO/100 Dollars (\$31,000.00). The Owner shall compensate the Consultant as described in Article 12 for performing the Basic Services as described in Article 3 Paragraphs A-F as follows:

| | | |
|---|--------------------------|--------------------|
| - | Programming/SD Phase | \$ 9,500.00 |
| - | DD Phase | \$ 8,500.00 |
| - | CD Phase | \$ 9,500.00 |
| - | CA Phase | <u>\$ 2,000.00</u> |
| | | \$29,500.00 |
| - | Record Drawing Allowance | <u>1,500.00</u> |
| | Total not-to-exceed | \$31,000.00 |

EXHIBIT B
REIMBURSABLE EXPENSES AND HOURLY FEES
AGREEMENT
BETWEEN
CENTER JOINT UNIFIED SCHOOL DISTRICT AND GM ENGINEERING
FOR
DESIGN-ENGINEERING SERVICES AUDIO/VISUAL SYSTEM UPGRADES
AT CENTER HIGH SCHOOL

ALLOWABLE REIMBURSABLE EXPENSES:

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

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

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

HOURLY FEES FOR EXTRA SERVICES:

Consultant shall receive additional compensation for Extra Services as described in Articles 8 and 3 pursuant to the provisions set forth in Articles 8 and 11.

Rate:

Gene Masserini, Principal

\$175.00 / hr.

EXHIBIT C
CONSULTANT'S SUBCONSULTANTS
AGREEMENT
BETWEEN
CENTER JOINT UNIFIED SCHOOL DISTRICT AND GM ENGINEERING
FOR
DESIGN-ENGINEERING SERVICES AUDIO/VISUAL SYSTEM UPGRADES
AT CENTER HIGH SCHOOL

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

[INSERT SUBCONSULTANT LIST IF APPLICABLE]

N/A

EXHIBIT D
SCOPE OF SERVICES AND DELIVERABLES
AGREEMENT
BETWEEN
CENTER JOINT UNIFIED SCHOOL DISTRICT AND GM ENGINEERING
FOR
DESIGN-ENGINEERING SERVICES AUDIO/VISUAL SYSTEM UPGRADES
AT CENTER HIGH SCHOOL

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

Description of Project:

Upgrades to the Theater and Theater Control Room, Media Studio & Distributed IPTV Systems at Center High School includes the following:

- **Programming/SD (Schematic Design) Phase:**
 - Defining the functional requirements based on meetings with appropriate client stakeholders
 - Generation of preliminary BOM (Bill of Materials) and Budget Estimate
- **DD (Design Development) Phase:**
 - Refine BOM and Budget Estimate based on client feedback
 - Generate drawings representing functional signal & control flow for client review
 - AV Power & Conduit requirement drawings
 - Revise above as needed based on client feedback and budget requirements
- **CD (Construction Documents) Phase:**
 - Generate drawings and specifications for competitive bidding to include:
 - Minimum contractor qualifications and performance standards
 - Functional description of system design for each area
 - System wiring diagrams and floorplan equipment placement
- **CA (Construction Administration) Phase:**
 - Assist client with bid review and contractor selection
 - Review contractor submittal drawings and equipment specifications
 - Manage the RFI (Request for Information) process
 - Provide installation supervision during construction
 - Provide commissioning services in advance of project acceptance and turn-over
 - Review contractor "As Built" document package prior to turn-over to client

EXHIBIT E

CONSULTANT DOJ CERTIFICATION

AGREEMENT

BETWEEN

CENTER JOINT UNIFIED SCHOOL DISTRICT AND GM ENGINEERING

FOR

DESIGN-ENGINEERING SERVICES AUDIO/VISUAL SYSTEM UPGRADES

AT CENTER HIGH SCHOOL

I, GENE J. MASSERINI, on behalf of GM Engineering, certify that, pursuant to Education Code Section 45125.1 and Article 24 of this Agreement, this business entity has conducted the required criminal background check(s) of all persons who will be providing services to the Center Joint Unified School District on behalf of this business entity, and that none of those persons have been reported by the Department of Justice as having been convicted of a serious or violent felony as specified in Penal Code Sections 667.5(c) and/or 1192.7(c). I understand that this Certification is not to be signed and submitted until I have received clearance from DOJ regarding those persons named. As further required by Education Code 45125, attached hereto is a list of names of the employees or agents of Consultant who will be providing services to Center Joint Unified School District and who are required to be fingerprinted as provided in the Agreement. I agree to keep this list current and to notify the Center Joint Unified School District of any addition/deletions as they occur.

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

Executed on 9/24/15 in SACRAMENTO, California.

(Seal of business)

By: Gene J. Masserini

9/24/15
Date

EXHIBIT E (continued)

**CONSULTANT DOJ CERTIFICATION
List of Employees Authorized
To Come On To The School Campus**

AGREEMENT

BETWEEN

CENTER JOINT UNIFIED SCHOOL DISTRICT AND GM ENGINEERING

FOR

DESIGN-ENGINEERING SERVICES AUDIO/VISUAL SYSTEM UPGRADES

AT CENTER HIGH SCHOOL

| <u>Name:</u> | <u>Center Joint Unified School District</u> |
|-------------------|---|
| GENE J. MASSERINI | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept. /Site: Business Department

Date: 10/08/2015

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 September 2015.

RECOMMENDATION: That the CJUSD Board of Trustees approve the
District Payroll Orders for July 2015 through September 2015.

CONSENT AGENDA

| |
|--|
| DISTRICT PAYROLL-SUMMARIZED FOR FISCAL YEAR ENDING JUNE 30,2016 |
|--|

| | REGULAR | VARIABLE | SPECIAL | TOTAL PAYROLL | #OF TRANSACTIONS |
|---------|-----------------|---------------|---------|------------------|---------------------|
| JULY | \$ 924,175.09 | \$ 75,977.94 | | \$ 1,000,153.03 | 280 |
| AUG | \$ 2,350,682.48 | \$ 94,701.75 | | \$ 2,445,384.23 | 715 |
| SEPT | \$ 2,356,894.49 | \$ 123,106.60 | | \$ 2,480,001.09 | 771 |
| OCT | | | | | |
| NOV | | | | | |
| DEC | | | | | |
| 2-Jan | | | | | |
| JAN | | | | | |
| FEB | | | | | |
| MARCH | | | | | |
| APRIL | | | | | |
| MAY | | | | | |
| JUNE | | | | | |
| SPECIAL | | | | \$ - | |
| | \$ 5,631,752.06 | \$ 293,786.29 | \$ - | \$ 5,925,538.35 | 1766 |

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Business Department

Date: September, 2015

To: Board of Trustees

From: Jeanne Bess

Action Item

Information Item

Attached Pages 56

SUBJECT: Supplemental Agenda – Commercial Warrant Registers

September 3 ,2015 \$170,561.48 , September 10, 2015 \$ 179,296.01
September 17 , 2015 \$140,617.27, September 23, 2015 \$380,383.77

The commercial warrant payments to vendors totals
\$ 870,858.53

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

CONSENT AGENDA

XIV-19

81 CENTER UNIFIED SCHOOL DIST.
090315

ACCOUNTS PAYABLE PRELIST

J10153 APY500 H.02.05 09/03/15 PAGE 0

Batch status: A All

From batch: 0017

To batch: 0017

Include Revolving Cash: Y

Include Address: N

81 CENTER UNIFIED SCHOOL DIST.
090315

ACCOUNTS PAYABLE PRELIST
BATCH: 0017 09-3-15
FUND : 01 GENERAL FUND

J10153 APY500 H.02.05 09/03/15 PAGE 1
<< 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 |
| 010564/00 | APPLE COMPUTER | | | | | | | |
| 631 PO-160527 | 09/03/2015 | 4349780253 | 1 | 01-0000-0-4400-115-0000-7700-007-000 | NN P | | 37.75 | 37.75 |
| 631 PO-160527 | 09/03/2015 | 4350180890 | 1 | 01-0000-0-4400-115-0000-7700-007-000 | NN F | | 2,092.72 | 1,984.72 |
| 700 PO-160600 | 09/03/2015 | 4350549989 | 1 | 01-0000-0-4300-115-0000-7700-007-000 | NN F | | 324.00 | 300.00 |
| TOTAL PAYMENT AMOUNT | | | | 2,322.47 * | | | | 2,322.47 |
| 010400/00 | AT&T | | | | | | | |
| 160 PO-160146 | 09/03/2015 | 81008413 | 1 | 01-0000-0-5902-106-0000-8110-007-000 | NN P | | 9.26 | 9.26 |
| TOTAL PAYMENT AMOUNT | | | | 9.26 * | | | | 9.26 |
| 011757/00 | ATHLETICS UNLIMITED | | | | | | | |
| 601 PO-160525 | 09/03/2015 | 00990000022147 | 1 | 01-0472-0-4300-472-1263-4200-014-000 | NN F | | 58.00 | 58.00 |
| TOTAL PAYMENT AMOUNT | | | | 58.00 * | | | | 58.00 |
| 019504/00 | B & H PHOTO-VIDEO | | | | | | | |
| 593 PO-160522 | 09/03/2015 | 100110582 | 1 | 01-0000-0-4400-115-0000-7700-007-000 | YN F | | 812.84 | 748.00 |
| TOTAL PAYMENT AMOUNT | | | | 748.00 * | | | | 748.00 |
| TOTAL USE TAX AMOUNT | | | | 59.84 | | | | |
| 010442/00 | BAR HEIN | | | | | | | |
| 87 PO-160081 | 09/03/2015 | 476100 | 1 | 01-0000-0-4300-106-0000-8110-007-000 | NN P | | 1,178.41 | 1,178.41 |
| TOTAL PAYMENT AMOUNT | | | | 1,178.41 * | | | | 1,178.41 |
| 019137/00 | CALCULATORS INC. | | | | | | | |
| 638 PO-160568 | 09/03/2015 | 382172 | 1 | 01-0000-0-4300-472-1251-1000-014-000 | YN F | | 91.07 | 85.48 |
| TOTAL PAYMENT AMOUNT | | | | 85.48 * | | | | 85.48 |
| TOTAL USE TAX AMOUNT | | | | 6.84 | | | | |
| 016082/00 | CARMAZZI GLOBAL SOLUTIONS | | | | | | | |
| 758 PO-160672 | 09/03/2015 | 15-15165 | 1 | 01-0000-0-5800-103-0000-7200-003-000 | NN F | | 210.00 | 210.00 |
| TOTAL PAYMENT AMOUNT | | | | 210.00 * | | | | 210.00 |

81 CENTER UNIFIED SCHOOL DIST.
090315

ACCOUNTS PAYABLE PRELIST
BATCH: 0017 09-3-15
FUND : 01 GENERAL FUND

J10153 APY500 H.02.05 09/03/15 PAGE 2
<< Open >>

| Vendor/Addr | Remit name | Tax ID num | Deposit type | ABA num | Account num | Liq Amt | Net Amount |
|----------------------|---------------------|-------------|---|---------|-------------|----------|------------|
| Req Reference | Date | Description | FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP | | | | |
| 017639/00 | CDT INC. | | | | | | |
| 210 PO-160198 | 09/03/2015 | 41164 | 1 01-0000-0-5800-110-0000-7200-004-000 NN P | | | 54.00 | 54.00 |
| 210 PO-160198 | 09/03/2015 | 41267 | 1 01-0000-0-5800-110-0000-7200-004-000 NN P | | | 54.00 | 54.00 |
| TOTAL PAYMENT AMOUNT | | | 108.00 * | | | | 108.00 |
| 020305/00 | CDW GOVERNMENT INC. | | | | | | |
| 424 PO-160386 | 09/03/2015 | XQ13919 | 1 01-0000-0-4300-472-0000-2700-014-000 NN F | | | 75.38 | 71.60 |
| 563 PO-160497 | 09/03/2015 | KK40998 | 1 01-0000-0-4300-475-3200-1000-015-000 NN F | | | 36.62 | 35.52 |
| 566 PO-160498 | 09/03/2015 | XM98831 | 1 01-6300-0-5800-472-1110-1000-014-000 NN F | | | 1,543.38 | 1,543.38 |
| 630 PO-160558 | 09/03/2015 | XM58276 | 1 01-0000-0-4300-475-3200-2700-015-000 NN F | | | 99.34 | 99.33 |
| TOTAL PAYMENT AMOUNT | | | 1,749.83 * | | | | 1,749.83 |
| 010236/00 | CREATIVE BUS SALES | | | | | | |
| 108 PO-160103 | 09/03/2015 | 8012503 | 1 01-0000-0-4300-112-0000-3600-007-000 NN P | | | 124.21 | 124.21 |
| TOTAL PAYMENT AMOUNT | | | 124.21 * | | | | 124.21 |
| 018951/00 | DELL | | | | | | |
| 628 PO-160526 | 09/03/2015 | XJRFC6PJ2 | 1 01-8150-0-4400-106-0000-8110-007-000 NN F | | | 496.96 | 489.04 |
| 695 PO-160599 | 09/03/2015 | XJRJX8MP5 | 1 01-0000-0-4400-110-0000-7200-004-000 NN F | | | 751.14 | 743.24 |
| TOTAL PAYMENT AMOUNT | | | 1,232.28 * | | | | 1,232.28 |
| 010481/00 | DEMCO INC | | | | | | |
| 536 PO-160480 | 09/03/2015 | 5667384 | 1 01-0000-0-4300-238-1110-1000-010-000 NN F | | | 419.29 | 443.02 |
| TOTAL PAYMENT AMOUNT | | | 443.02 * | | | | 443.02 |
| 011613/00 | DITTO PRINT & COPY | | | | | | |
| 759 PO-160673 | 09/03/2015 | 5206 | 1 01-0000-0-5800-103-0000-3160-003-000 NN F | | | 156.41 | 156.41 |
| TOTAL PAYMENT AMOUNT | | | 156.41 * | | | | 156.41 |
| 016159/00 | GARLAND, LESLI | | | | | | |
| 732 PO-160652 | 09/03/2015 | AUG MILEAGE | 1 01-6500-0-5210-102-5001-2700-002-000 NN P | | | 13.92 | 13.92 |
| TOTAL PAYMENT AMOUNT | | | 13.92 * | | | | 13.92 |

81 CENTER UNIFIED SCHOOL DIST.
090315

ACCOUNTS PAYABLE PRELIST
BATCH: 0017 09-3-15
FUND : 01 GENERAL FUND

J10153 APY500 H.02.05 09/03/15 PAGE 3
<< 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 |
| 022347/00 | | GIVE SOMETHING BACK | | | | | | |
| 513 PO-160459 | 09/03/2015 | IN-0403293 | 1 01-0000-0-4300-472-1262-1000-014-000 NN F | | | | 198.61 | 198.62 |
| 647 PO-160575 | 09/03/2015 | IN-0407344 | 1 01-0000-0-4300-103-0000-7200-003-000 NN F | | | | 98.27 | 98.27 |
| 682 PO-160608 | 09/03/2015 | IN-0408362 | 1 01-0000-0-4300-472-1224-1000-014-000 NN F | | | | 181.90 | 181.90 |
| 712 PO-160636 | 09/03/2015 | IN-0409447 | 1 01-6500-0-4300-102-5770-1110-002-000 NN F | | | | 79.46 | 81.21 |
| TOTAL PAYMENT AMOUNT | | | 560.00 * | | | | | 560.00 |
| 011618/00 | | GRAY STEP SOFTWARE | | | | | | |
| 729 PO-160650 | 09/03/2015 | 2170 BALANCE | 1 01-0000-0-5200-472-0000-2700-014-000 NN F | | | | 750.00 | 750.00 |
| TOTAL PAYMENT AMOUNT | | | 750.00 * | | | | | 750.00 |
| 017340/00 | | GRYCO SPORTSWEAR | | | | | | |
| 28 PO-160028 | 09/03/2015 | 11676-2J | 1 01-0000-0-5800-472-1110-1000-014-782 NN F | | | | 5,019.30 | 2,460.24 |
| TOTAL PAYMENT AMOUNT | | | 2,460.24 * | | | | | 2,460.24 |
| 014222/00 | | HCI AUDIOMETRICS | | | | | | |
| 702 PO-160625 | 09/03/2015 | 770289 | 1 01-0000-0-5800-102-0000-3140-003-000 NN F | | | | 510.00 | 510.00 |
| TOTAL PAYMENT AMOUNT | | | 510.00 * | | | | | 510.00 |
| 021775/00 | | HD SUPPLY FACILITIES MAINT. | | | | | | |
| 47 PO-160049 | 09/03/2015 | 9139826518 | 1 01-8150-0-4300-106-0000-8110-007-000 NN P | | | | 615.55 | 615.55 |
| TOTAL PAYMENT AMOUNT | | | 615.55 * | | | | | 615.55 |
| 015311/00 | | HOWARD TARAS MD | | | | | | |
| 667 PO-160621 | 09/03/2015 | 7/11/14-1/14/15 | 1 01-5640-0-5800-601-9728-1000-017-000 NY F | | | | 120.00 | 120.00 |
| TOTAL PAYMENT AMOUNT | | | 120.00 * | | | | | 120.00 |
| 010235/00 | | NASCO MODESTO | | | | | | |
| 17 PO-160017 | 09/03/2015 | 79045 | 1 01-0000-0-4300-472-1251-1000-014-000 NN P | | | | 36.66 | 36.66 |
| 17 PO-160017 | 09/03/2015 | 90770 | 1 01-0000-0-4300-472-1251-1000-014-000 NN F | | | | 154.40 | 102.24 |
| TOTAL PAYMENT AMOUNT | | | 138.90 * | | | | | 138.90 |

81 CENTER UNIFIED SCHOOL DIST.
090315

ACCOUNTS PAYABLE PRELIST
BATCH: 0017 09-3-15
FUND : 01 GENERAL FUND

J10153 APY500 H.02.05 09/03/15 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 |
| ----- | | | | | | | | | | | | | | | | |
| 017576/00 | OFFICE DEPOT/BUS.SERVICES DIV | | | | | | | | | | | | | | | |
| 191 | PO-160179 | 09/03/2015 | 782498779-001 | | 1 | 01-0000-0-4300-234-1110-1000-008-000 | NN | P | | | | | | | 507.02 | 507.02 |
| 191 | PO-160179 | 09/03/2015 | 782498781001 | | 1 | 01-0000-0-4300-234-1110-1000-008-000 | NN | P | | | | | | | 10.78 | 10.78 |
| 191 | PO-160179 | 09/03/2015 | 786757909001-789625828001 | | 1 | 01-0000-0-4300-234-1110-1000-008-000 | NN | F | | | | | | | 52.39 | 25.22 |
| 248 | PO-160233 | 09/03/2015 | 782511553001 | | 1 | 01-0000-0-4300-238-1110-1000-010-000 | NN | P | | | | | | | 148.38 | 148.38 |
| 248 | PO-160233 | 09/03/2015 | 782511553002 | | 1 | 01-0000-0-4300-238-1110-1000-010-000 | NN | F | | | | | | | 80.44 | 76.66 |
| 480 | PO-160429 | 09/03/2015 | 786074065003 | | 1 | 01-6500-0-4300-102-5770-1110-002-000 | NN | P | | | | | | | 7.53 | 7.53 |
| 480 | PO-160429 | 09/03/2015 | 786074065004 | | 1 | 01-6500-0-4300-102-5770-1110-002-000 | NN | P | | | | | | | 9.07 | 9.07 |
| 480 | PO-160429 | 09/03/2015 | 786074065001 | | 1 | 01-6500-0-4300-102-5770-1110-002-000 | NN | P | | | | | | | 1,052.67 | 1,052.67 |
| 480 | PO-160429 | 09/03/2015 | 786074075001 | | 1 | 01-6500-0-4300-102-5770-1110-002-000 | NN | P | | | | | | | 12.48 | 12.48 |
| 480 | PO-160429 | 09/03/2015 | 786074078001 | | 1 | 01-6500-0-4300-102-5770-1110-002-000 | NN | F | | | | | | | 49.31 | 9.70 |
| 609 | PO-160543 | 09/03/2015 | 788505244001 | | 1 | 01-6500-0-4300-102-5750-1110-002-000 | NN | F | | | | | | | 339.37 | 288.38 |
| 634 | PO-160561 | 09/03/2015 | 788506819001 | | 1 | 01-0000-0-4300-112-0000-3600-007-000 | NN | F | | | | | | | 325.24 | 247.73 |
| 645 | PO-160573 | 09/03/2015 | 788762527001 | | 1 | 01-0000-0-4300-238-1110-1000-010-000 | NN | P | | | | | | | 32.39 | 32.39 |
| 645 | PO-160573 | 09/03/2015 | 788762528001 | | 1 | 01-0000-0-4300-238-1110-1000-010-000 | NN | P | | | | | | | 36.05 | 36.05 |
| 645 | PO-160573 | 09/03/2015 | 788762529001 | | 1 | 01-0000-0-4300-238-1110-1000-010-000 | NN | F | | | | | | | 7.43 | 4.96 |
| TOTAL PAYMENT AMOUNT | | | | | | | | | | | | | | | 2,469.02 * | 2,469.02 |
| | | | | | | | | | | | | | | | | |
| 014358/00 | OFFER, JULIE | | | | | | | | | | | | | | | |
| 738 | PO-160657 | 09/03/2015 | REIMB | | 1 | 01-0000-0-4300-240-0000-2700-011-000 | NN | F | | | | | | | 34.72 | 34.72 |
| TOTAL PAYMENT AMOUNT | | | | | | | | | | | | | | | 34.72 * | 34.72 |
| | | | | | | | | | | | | | | | | |
| 017327/00 | PREFERRED AERIAL & CRANE | | | | | | | | | | | | | | | |
| 727 | PO-160656 | 09/03/2015 | 10996 | | 1 | 01-0000-0-5600-112-0000-3600-007-000 | NN | F | | | | | | | 350.00 | 350.00 |
| TOTAL PAYMENT AMOUNT | | | | | | | | | | | | | | | 350.00 * | 350.00 |
| | | | | | | | | | | | | | | | | |
| 015628/00 | RAMIREZ, SOLEDAD | | | | | | | | | | | | | | | |
| 728 | PO-160649 | 09/03/2015 | REIMB | | 1 | 01-0000-0-4300-472-1230-1000-014-000 | NN | F | | | | | | | 190.75 | 190.75 |
| TOTAL PAYMENT AMOUNT | | | | | | | | | | | | | | | 190.75 * | 190.75 |
| | | | | | | | | | | | | | | | | |
| 016138/00 | RAYTESE REEVES LEE | | | | | | | | | | | | | | | |
| 724 | PO-160648 | 09/03/2015 | REIMB | | 1 | 01-6500-0-4300-102-5770-1110-002-000 | NN | F | | | | | | | 132.28 | 132.28 |
| TOTAL PAYMENT AMOUNT | | | | | | | | | | | | | | | 132.28 * | 132.28 |

81 CENTER UNIFIED SCHOOL DIST.
090315

ACCOUNTS PAYABLE PRELIST
BATCH: 0017 09-3-15
FUND : 01 GENERAL FUND

J10153 APY500 H.02.05 09/03/15 PAGE 5
<< Open >>

| Vendor/Addr | Remit name | Tax ID num | Deposit type | ABA num | Account num | Liq Amt | Net Amount |
|----------------------|------------|---------------------------|---|---------|-------------|------------|------------|
| Req Reference | Date | Description | FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP | | | | |
| 011238/00 | | RELIABLE TIRE | | | | | |
| 112 PO-160107 | 09/03/2015 | 128749 | 1 01-0000-0-4300-112-0000-3600-007-000 NN P | | | 95.58 | 95.58 |
| TOTAL PAYMENT AMOUNT | | | | | | 95.58 * | 95.58 |
| 010552/00 | | SAC VAL JANITORIAL | | | | | |
| 69 PO-160068 | 09/03/2015 | 10150446 | 1 01-0000-0-9320-000-0000-0000-000-000 NN P | | | 79.23 | 79.23 |
| 69 PO-160068 | 09/03/2015 | 10151188 | 1 01-0000-0-9320-000-0000-0000-000-000 NN P | | | 324.38 | 324.38 |
| 69 PO-160068 | 09/03/2015 | 10151167 | 1 01-0000-0-9320-000-0000-0000-000-000 NN P | | | 1,895.76 | 1,895.76 |
| 69 PO-160068 | 09/03/2015 | 10151172 | 1 01-0000-0-9320-000-0000-0000-000-000 NN P | | | 1,920.36 | 1,920.36 |
| 69 PO-160068 | 09/03/2015 | 10151777 | 1 01-0000-0-9320-000-0000-0000-000-000 NN P | | | 889.65 | 889.65 |
| 69 PO-160068 | 09/03/2015 | 10151764 | 1 01-0000-0-9320-000-0000-0000-000-000 NN P | | | 3,278.60 | 3,278.60 |
| 69 PO-160068 | 09/03/2015 | 10138042 | 1 01-0000-0-9320-000-0000-0000-000-000 NN P | | | 232.96 | 232.96 |
| TOTAL PAYMENT AMOUNT | | | | | | 8,620.94 * | 8,620.94 |
| 015962/00 | | SCHMIEDER, KRIS | | | | | |
| 740 PO-160659 | 09/03/2015 | REIME | 1 01-0000-0-4300-240-0000-2700-011-000 NN F | | | 321.50 | 321.50 |
| TOTAL PAYMENT AMOUNT | | | | | | 321.50 * | 321.50 |
| 020883/00 | | SCHOLASTIC BOOK CLUB INC. | | | | | |
| 742 PO-160661 | 09/03/2015 | M5574583 | 1 01-6300-0-4300-475-3200-1000-015-000 NN F | | | 328.35 | 328.35 |
| TOTAL PAYMENT AMOUNT | | | | | | 328.35 * | 328.35 |
| 022118/00 | | SCHOOL DATEBOOKS INC | | | | | |
| 684 PO-160632 | 09/03/2015 | S15-0091120 | 1 01-6300-0-5800-371-1110-1000-012-000 NN F | | | 1,274.66 | 1,274.66 |
| TOTAL PAYMENT AMOUNT | | | | | | 1,274.66 * | 1,274.66 |
| 014786/00 | | SCHOOL SPECIALTY | | | | | |
| 532 PO-160531 | 09/03/2015 | 208115024257 | 1 01-6300-0-4300-371-1110-1000-012-000 NN F | | | 102.76 | 102.28 |
| TOTAL PAYMENT AMOUNT | | | | | | 102.28 * | 102.28 |
| 020811/00 | | SHRED-IT USA | | | | | |
| 499 PO-160430 | 09/03/2015 | 9407169133 | 1 01-0000-0-5800-472-0000-2700-014-000 NN P | | | 34.35 | 34.35 |
| TOTAL PAYMENT AMOUNT | | | | | | 34.35 * | 34.35 |

81 CENTER UNIFIED SCHOOL DIST.
090315

ACCOUNTS PAYABLE PRELIST
BATCH: 0017 09-3-15
FUND : 01 GENERAL FUND

J10153 APY500 H.02.05 09/03/15 PAGE 6
<< 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 |
| 010263/00 | SMUD | | | | | | |
| 154 PO-160141 | 09/03/2015 | 7000000347 | 1 | 01-0000-0-5530-106-0000-8110-007-000 | NN P | 68,878.53 | 68,878.53 |
| TOTAL PAYMENT AMOUNT | | | | 68,878.53 * | | | 68,878.53 |
| 017741/00 | SUN MOUNTAIN | | | | | | |
| 641 PO-160571 | 09/03/2015 | 276736 | 1 | 01-0472-0-4300-472-1263-4200-014-000 | YN F | 825.60 | 768.00 |
| TOTAL PAYMENT AMOUNT | | | | 768.00 * | | | 768.00 |
| TOTAL USE TAX AMOUNT | | | | 61.44 | | | |
| 010503/00 | TEXTBOOK WAREHOUSE | | | | | | |
| 319 PO-160288 | 09/03/2015 | S10348961 | 1 | 01-0037-0-4100-103-1110-1000-003-000 | NN P | 64.93 | 64.93 |
| 319 PO-160288 | 09/03/2015 | S10361167 | 1 | 01-0037-0-4100-103-1110-1000-003-000 | NN P | 14,268.96 | 14,268.96 |
| 319 PO-160288 | 09/03/2015 | S10360582 | 1 | 01-0037-0-4100-103-1110-1000-003-000 | NN F | 10.88 | 10.88 |
| TOTAL PAYMENT AMOUNT | | | | 14,344.77 * | | | 14,344.77 |
| 014079/00 | THYSSENKRUPP ELEVATOR CORP | | | | | | |
| 554 PO-160493 | 09/03/2015 | 3002063370 | 1 | 01-8150-0-5800-106-0000-8110-007-000 | NN P | 261.84 | 261.84 |
| 554 PO-160493 | 09/03/2015 | 3002061484 | 1 | 01-8150-0-5800-106-0000-8110-007-000 | NN P | 962.56 | 962.56 |
| 721 PO-160630 | 09/03/2015 | BAL INV-3001844539 | 1 | 01-0000-0-5600-106-0000-8110-007-000 | NN F | 100.00 | 100.00 |
| TOTAL PAYMENT AMOUNT | | | | 1,324.40 * | | | 1,324.40 |
| 015849/00 | TURNITIN LLC | | | | | | |
| 14 PO-160014 | 09/03/2015 | IN11086188 | 1 | 01-6300-0-5800-472-1110-1000-014-000 | NN F | 6,707.40 | 6,707.40 |
| TOTAL PAYMENT AMOUNT | | | | 6,707.40 * | | | 6,707.40 |
| 022179/00 | US HEALTHWORKS | | | | | | |
| 213 PO-160201 | 09/03/2015 | 2761405-CA | 1 | 01-0000-0-5800-110-0000-7200-004-000 | NN P | 99.00 | 99.00 |
| TOTAL PAYMENT AMOUNT | | | | 99.00 * | | | 99.00 |
| 010950/00 | VARIDESK LLC | | | | | | |
| 5 PO-160005 | 09/03/2015 | I-N-7445 | 1 | 01-0000-0-4300-472-0000-2700-014-000 | YN F | 1,082.60 | 1,015.00 |
| TOTAL PAYMENT AMOUNT | | | | 1,015.00 * | | | 1,015.00 |
| TOTAL USE TAX AMOUNT | | | | 81.20 | | | |

81 CENTER UNIFIED SCHOOL DIST.
090315

ACCOUNTS PAYABLE PRELIST
BATCH: 0017 09-3-15
FUND : 01 GENERAL FUND

J10153 APY500 H.02.05 09/03/15 PAGE 7
<< 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 | | |
| 015018/00 | VERHOVETCHI, VEACESLAV | | | | | | |
| 419 PO-160380 | 09/03/2015 | trip 326 | 2 | 01-0000-0-5800-112-0000-3600-007-000 | NN P | 12.58 | 12.58 |
| 419 PO-160380 | 09/03/2015 | TRIP 411 | 2 | 01-0000-0-5800-112-0000-3600-007-000 | NN P | 11.23 | 11.23 |
| TOTAL PAYMENT AMOUNT | | | 23.81 * | | | | 23.81 |
| 018981/00 | VERNIER SOFTWARE & TECHNOLOGY | | | | | | |
| 573 PO-160505 | 09/03/2015 | 5185937 | 1 | 01-6382-0-4300-472-1110-1000-014-000 | NN F | 378.28 | 378.20 |
| TOTAL PAYMENT AMOUNT | | | 378.20 * | | | | 378.20 |
| 016889/00 | WATER RITE PRODUCTS INC. | | | | | | |
| 757 PO-160670 | 09/03/2015 | 585034 | 1 | 01-9472-0-4300-106-9620-2420-007-928 | NN P | 16.57 | 16.57 |
| 757 PO-160670 | 09/03/2015 | 585035 | 1 | 01-9472-0-4300-106-9620-2420-007-928 | NN F | 7.64 | 7.64 |
| TOTAL PAYMENT AMOUNT | | | 24.21 * | | | | 24.21 |
| 010116/00 | WESTERN PSYCHOLOGICAL SERVICES | | | | | | |
| 722 PO-160643 | 09/03/2015 | 611348-CEN134 | 1 | 01-6500-0-5200-102-5001-2700-002-000 | NN F | 2,017.61 | 1,013.94 |
| TOTAL PAYMENT AMOUNT | | | 1,013.94 * | | | | 1,013.94 |
| 010843/00 | WILCO SUPPLY | | | | | | |
| 55 PO-160055 | 09/03/2015 | 15G2500303 | 1 | 01-8150-0-4300-106-0000-8110-007-000 | NN P | 26.14 | 26.14 |
| TOTAL PAYMENT AMOUNT | | | 26.14 * | | | | 26.14 |
| 014397/00 | WORKABILITY REGION 4 | | | | | | |
| 747 PO-160664 | 09/03/2015 | REGISTRATION | 1 | 01-6520-0-5200-472-5770-1110-003-000 | NN F | 300.00 | 300.00 |
| TOTAL PAYMENT AMOUNT | | | 300.00 * | | | | 300.00 |
| 015086/00 | WORKBOOK PUBLISHING INC | | | | | | |
| 524 PO-160470 | 09/03/2015 | 8-181-15 | 1 | 01-6500-0-4200-102-5770-1110-002-000 | YN F | 126.57 | 117.19 |
| TOTAL PAYMENT AMOUNT | | | 117.19 * | | | | 117.19 |
| TOTAL USE TAX AMOUNT | | | 9.38 | | | | |

81 CENTER UNIFIED SCHOOL DIST.
090315

ACCOUNTS PAYABLE PRELIST
BATCH: 0017 09-3-15
FUND : 01 GENERAL FUND

J10153 APY500 H.02.05 09/03/15 PAGE 8
<< 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 |
| 017313/00 | | XEROX | | | | | | |
| 1 | PO-160001 | 09/03/2015 | 701889901 | 1 | 01-3010-0-5612-240-1110-1000-011-000 | NN P | 21.95 | 21.95 |
| | | | | TOTAL PAYMENT AMOUNT | | | 21.95 * | 21.95 |
| | | | | TOTAL FUND PAYMENT | 122,590.95 | ** | | 122,590.95 |
| | | | | TOTAL USE TAX AMOUNT | 218.70 | | | |

81 CENTER UNIFIED SCHOOL DIST.
090315

ACCOUNTS PAYABLE PRELIST
BATCH: 0017 09-3-15
FUND : 11 ADULT EDUCATION FUND

J10153 APY500 H.02.05 09/03/15 PAGE 9
<< 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 | | | | |
| 020305/00 | CDW GOVERNMENT INC. | | | | | | |
| 596 PO-160534 | 09/03/2015 | XM61574 | 1 11-0030-0-4300-601-4130-1000-017-000 NN F | | | 16.87 | 16.87 |
| TOTAL PAYMENT AMOUNT | | | | | | 16.87 * | 16.87 |
| 017576/00 | OFFICE DEPOT/BUS.SERVICES DIV | | | | | | |
| 481 PO-160529 | 09/03/2015 | 788508132001 | 1 11-0030-0-4300-601-4130-1000-017-000 NN P | | | 50.53 | 50.53 |
| 481 PO-160529 | 09/03/2015 | 788508133001 | 1 11-0030-0-4300-601-4130-1000-017-000 NN F | | | 109.54 | 109.53 |
| 481 PO-160529 | 09/03/2015 | 788508134001 | 2 11-0030-0-5800-601-4130-1000-017-000 NN F | | | 29.15 | 29.15 |
| 760 PO-160655 | 09/03/2015 | 749453277001 | 1 11-0030-0-4300-601-4130-1000-017-000 NN F | | | 115.90 | 115.90 |
| TOTAL PAYMENT AMOUNT | | | | | | 305.11 * | 305.11 |
| 015190/00 | TROXELL COMMUNICATIONS, INC. | | | | | | |
| 488 PO-160530 | 09/03/2015 | 850752 | 1 11-0030-0-4400-601-4130-1000-017-000 NN F | | | 751.68 | 751.68 |
| TOTAL PAYMENT AMOUNT | | | | | | 751.68 * | 751.68 |
| TOTAL FUND PAYMENT | | | | | | 1,073.66 ** | 1,073.66 |

81 CENTER UNIFIED SCHOOL DIST.
090315

ACCOUNTS PAYABLE PRELIST
BATCH: 0017 09-3-15
FUND : 13 CAFETERIA FUND

J10153 APY500 H.02.05 09/03/15 PAGE 10
<< Open >>

| Vendor/Addr | Remit name | Description | Tax ID num | Deposit type | ABA num | Account num | Liq Amt | Net Amount |
|----------------------|---------------------------|---------------|------------|---|------------|-------------|----------|------------|
| Req Reference | Date | | | FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP | | | | |
| 019834/00 | BERKELEY FARMS INC | | | | | | | |
| 132 PO-160126 | 09/03/2015 | 1098018 | | 1 13-5310-0-4700-108-0000-3700-007-000 NN P | | | 2,744.45 | 2,744.45 |
| 132 PO-160126 | 09/03/2015 | 1098018 | | 1 13-5310-0-4700-108-0000-3700-007-000 NN P | | | 2,693.51 | 2,693.51 |
| TOTAL PAYMENT AMOUNT | | | | | 5,437.96 * | | | 5,437.96 |
| 021221/00 | BOGOMAZ, SERGIU | | | | | | | |
| 725 PO-160644 | 09/03/2015 | REFUND | | 1 13-5310-0-8634-000-0000-0000-000-000 NN F | | | 26.00 | 26.00 |
| TOTAL PAYMENT AMOUNT | | | | | 26.00 * | | | 26.00 |
| 011205/00 | CULTURE SHOCK YOGURT | | | | | | | |
| 141 PO-160134 | 09/03/2015 | 2894 | | 1 13-5310-0-4700-108-0000-3700-007-000 NN P | | | 214.00 | 214.00 |
| 141 PO-160134 | 09/03/2015 | 2932 | | 1 13-5310-0-4700-108-0000-3700-007-000 NN P | | | 214.00 | 214.00 |
| TOTAL PAYMENT AMOUNT | | | | | 428.00 * | | | 428.00 |
| 011602/00 | DANIELSEN CO., THE | | | | | | | |
| 128 PO-160122 | 09/03/2015 | 81260 | | 2 13-5310-0-4300-108-0000-3700-007-000 NN P | | | 208.03 | 208.03 |
| 128 PO-160122 | 09/03/2015 | 81260 | | 1 13-5310-0-4700-108-0000-3700-007-000 NN P | | | 4,397.51 | 4,397.51 |
| TOTAL PAYMENT AMOUNT | | | | | 4,605.54 * | | | 4,605.54 |
| 018983/00 | DE LA CRUZ, VINCENT | | | | | | | |
| 701 PO-160624 | 09/03/2015 | REFUND | | 1 13-5310-0-8634-000-0000-0000-000-000 NN F | | | 9.20 | 9.20 |
| TOTAL PAYMENT AMOUNT | | | | | 9.20 * | | | 9.20 |
| 011255/00 | EARTHGRAINS BAKING CO INC | | | | | | | |
| 131 PO-160125 | 09/03/2015 | 6401890030004 | | 1 13-5310-0-4700-108-0000-3700-007-000 NN P | | | 616.06 | 616.06 |
| 131 PO-160125 | 09/03/2015 | 6401891030004 | | 1 13-5310-0-4700-108-0000-3700-007-000 NN P | | | 1,187.84 | 1,187.84 |
| 131 PO-160125 | 09/03/2015 | 6401893030004 | | 1 13-5310-0-4700-108-0000-3700-007-000 NN P | | | 544.41 | 544.41 |
| 131 PO-160125 | 09/03/2015 | 6401894030004 | | 1 13-5310-0-4700-108-0000-3700-007-000 NN P | | | 207.60 | 207.60 |
| 131 PO-160125 | 09/03/2015 | 6419052030004 | | 1 13-5310-0-4700-108-0000-3700-007-000 NN P | | | 707.98 | 707.98 |
| 131 PO-160125 | 09/03/2015 | 6419639030004 | | 1 13-5310-0-4700-108-0000-3700-007-000 NN P | | | 251.21 | 251.21 |
| TOTAL PAYMENT AMOUNT | | | | | 3,515.10 * | | | 3,515.10 |

81 CENTER UNIFIED SCHOOL DIST.
090315

ACCOUNTS PAYABLE PRELIST
BATCH: 0017 09-3-15
FUND : 13 CAFETERIA FUND

J10153 APY500 H.02.05 09/03/15 PAGE 11
<< 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 | | | | |
| 021080/00 | GOLD STAR FOODS INC | | | | | | |
| 130 PO-160124 | 09/03/2015 | 1412432 | 1 13-5310-0-4700-108-0000-3700-007-000 NN P | | | 9,552.75 | 9,552.75 |
| 130 PO-160124 | 09/03/2015 | 1421548-1048405 | 1 13-5310-0-4700-108-0000-3700-007-000 NN P | | | 6,359.89 | 6,359.89 |
| TOTAL PAYMENT AMOUNT | | | 15,912.64 * | | | | 15,912.64 |
| 016189/00 | HALVERSON, CANDACE | | | | | | |
| 716 PO-160642 | 09/03/2015 | REFUND | 1 13-5310-0-8634-000-0000-0000-000-000 NN F | | | 85.52 | 85.52 |
| TOTAL PAYMENT AMOUNT | | | 85.52 * | | | | 85.52 |
| 022464/00 | KASEY, LAURA | | | | | | |
| 733 PO-160653 | 09/03/2015 | REIMB | 1 13-5310-0-5200-108-0000-3700-007-000 NN F | | | 772.47 | 772.47 |
| 735 PO-160654 | 09/03/2015 | REIMB | 1 13-5310-0-4300-108-0000-3700-007-000 NN F | | | 88.43 | 88.43 |
| TOTAL PAYMENT AMOUNT | | | 860.90 * | | | | 860.90 |
| 016279/00 | P&R PAPER SUPPLY | | | | | | |
| 133 PO-160127 | 09/03/2015 | 30047312-00 | 1 13-5310-0-4300-108-0000-3700-007-000 NN P | | | 1,088.48 | 1,088.48 |
| TOTAL PAYMENT AMOUNT | | | 1,088.48 * | | | | 1,088.48 |
| 015223/00 | PASTOR, JESSICA | | | | | | |
| 696 PO-160622 | 09/03/2015 | REFUND | 1 13-5310-0-8634-000-0000-0000-000-000 NN F | | | 18.51 | 18.51 |
| TOTAL PAYMENT AMOUNT | | | 18.51 * | | | | 18.51 |
| 017334/00 | SEVEN UP BOTTLING CO. OF S.F. | | | | | | |
| 134 PO-160128 | 09/03/2015 | 5188447807 | 1 13-5310-0-4700-108-0000-3700-007-000 NN P | | | 669.40 | 669.40 |
| TOTAL PAYMENT AMOUNT | | | 669.40 * | | | | 669.40 |
| 011422/00 | SYSKO OF SAN FRANCISCO | | | | | | |
| 129 PO-160123 | 09/03/2015 | 508252443 | 2 13-5310-0-4300-108-0000-3700-007-000 NN P | | | 260.09 | 260.09 |
| 129 PO-160123 | 09/03/2015 | 509012540 | 2 13-5310-0-4300-108-0000-3700-007-000 NN P | | | 562.58 | 562.58 |
| 129 PO-160123 | 09/03/2015 | 508252443 | 1 13-5310-0-4700-108-0000-3700-007-000 NN P | | | 135.51 | 135.51 |
| 129 PO-160123 | 09/03/2015 | 509012540 | 1 13-5310-0-4700-108-0000-3700-007-000 NN P | | | 1,569.37 | 1,569.37 |
| TOTAL PAYMENT AMOUNT | | | 2,527.55 * | | | | 2,527.55 |

81 CENTER UNIFIED SCHOOL DIST.
090315

ACCOUNTS PAYABLE PRELIST
BATCH: 0017 09-3-15
FUND : 13 CAFETERIA FUND

J10153 APY500 H.02.05 09/03/15 PAGE 12
<< 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 | Net Amount |
| 016275/00 | TRINITY FRESH | | | | | | |
| 181 PO-160168 | 09/03/2015 | 8882 | 1 | 13-5310-0-4700-108-0000-3700-007-000 | NN P | 1,035.90 | 1,035.90 |
| 181 PO-160168 | 09/03/2015 | 8884 | 1 | 13-5310-0-4700-108-0000-3700-007-000 | NN P | 667.49 | 667.49 |
| 181 PO-160168 | 09/03/2015 | 8879 | 1 | 13-5310-0-4700-108-0000-3700-007-000 | NN P | 3,972.40 | 3,972.40 |
| 181 PO-160168 | 09/03/2015 | 8881 | 1 | 13-5310-0-4700-108-0000-3700-007-000 | NN P | 1,275.28 | 1,275.28 |
| 181 PO-160168 | 09/03/2015 | 8880 | 1 | 13-5310-0-4700-108-0000-3700-007-000 | NN P | 1,545.36 | 1,545.36 |
| 181 PO-160168 | 09/03/2015 | 8883 | 1 | 13-5310-0-4700-108-0000-3700-007-000 | NN P | 1,237.96 | 1,237.96 |
| TOTAL PAYMENT AMOUNT | | | | | | 9,734.39 * | 9,734.39 |
| TOTAL FUND PAYMENT | | | | | | 44,919.19 ** | 44,919.19 |

81 CENTER UNIFIED SCHOOL DIST.
090315

ACCOUNTS PAYABLE PRELIST

BATCH: 0017 09-3-15

FUND : 14

DEFERRED MAINTENANCE FUND

J10153 APY500

H.02.05 09/03/15 PAGE 13

<< 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 |
| 011360/00 | | CAPITOL BUILDERS HARDWARE INC | | | | | | |
| CL-158053 | 09/03/2015 | 203548 | | 14-0024-0-4300-106-9608-8110-007-000 | NN | | | 1,217.68 1,217.68 |
| CL-158054 | 09/03/2015 | 203548 | | 14-0024-0-5600-106-9608-8110-007-000 | NN | | | 760.00 760.00 |
| | | | TOTAL PAYMENT AMOUNT | | | | | 1,977.68 * |
| | | | TOTAL FUND | PAYMENT | | | | 1,977.68 ** |
| | | | TOTAL BATCH PAYMENT | | | | | 170,561.48 *** |
| | | | TOTAL USE TAX AMOUNT | | | | | 218.70 |
| | | | TOTAL DISTRICT PAYMENT | | | | | 170,561.48 **** |
| | | | TOTAL USE TAX AMOUNT | | | | | 218.70 |
| | | | TOTAL FOR ALL DISTRICTS: | | | | | 170,561.48 **** |
| | | | TOTAL USE TAX AMOUNT | | | | | 218.70 |

Number of warrants to be printed: 66, not counting voids due to stub overflows.

Batch status: A All

From batch: 0019

To batch: 0019

Include Revolving Cash: Y

Include Address: N

81 CENTER UNIFIED SCHOOL DIST.
09-10-2015

ACCOUNTS PAYABLE PRELIST
BATCH: 0019 09-10-15
FUND : 01 GENERAL FUND

J10423 APY500 H.02.05 09/10/15 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 | | | | |
| 010669/00 | ALHAMBRA & SIERRA SPRINGS | | | | | | |
| 155 PO-160142 | 09/10/2015 | 4782453 082715 | 1 01-8150-0-4300-106-0000-8110-007-000 NN P | | | 101.93 | 101.93 |
| 167 PO-160152 | 09/10/2015 | 4781257082715 | 1 01-0000-0-4300-112-0000-3600-007-000 NN P | | | 64.05 | 64.05 |
| 626 PO-160555 | 09/10/2015 | 4780794082715 | 1 01-0000-0-4300-110-0000-7200-004-000 NN P | | | 88.93 | 88.93 |
| 685 PO-160610 | 09/10/2015 | 4781839073015 | 1 01-0000-0-4300-475-3200-2700-015-000 NN P | | | 37.98 | 37.98 |
| TOTAL PAYMENT AMOUNT | | | 292.89 * | | | 292.89 | 292.89 |
| 016224/00 | AMY ROENSPIE BCBA | | | | | | |
| 648 PO-160576 | 09/10/2015 | #2 | 1 01-6500-0-5800-102-5750-1180-002-000 NN P | | | 2,541.00 | 2,541.00 |
| TOTAL PAYMENT AMOUNT | | | 2,541.00 * | | | 2,541.00 | 2,541.00 |
| 021604/00 | ATLAS DISPOSAL INDUSTRIES | | | | | | |
| 152 PO-160139 | 09/10/2015 | 01-1031-0 | 1 01-0000-0-5550-106-0000-8110-007-000 NN P | | | 302.35 | 302.35 |
| 152 PO-160139 | 09/10/2015 | 01-149401-0 | 1 01-0000-0-5550-106-0000-8110-007-000 NN P | | | 385.56 | 385.56 |
| 152 PO-160139 | 09/10/2015 | 01-149403-0 | 1 01-0000-0-5550-106-0000-8110-007-000 NN P | | | 690.79 | 690.79 |
| 152 PO-160139 | 09/10/2015 | 01-149397-0 | 1 01-0000-0-5550-106-0000-8110-007-000 NN P | | | 695.46 | 695.46 |
| 152 PO-160139 | 09/10/2015 | 01-149402-0 | 1 01-0000-0-5550-106-0000-8110-007-000 NN P | | | 642.27 | 642.27 |
| 152 PO-160139 | 09/10/2015 | 01-149339-0 | 1 01-0000-0-5550-106-0000-8110-007-000 NN P | | | 595.45 | 595.45 |
| 152 PO-160139 | 09/10/2015 | 01-149400-0 | 1 01-0000-0-5550-106-0000-8110-007-000 NN P | | | 241.07 | 241.07 |
| 152 PO-160139 | 09/10/2015 | 01-149398-0 | 1 01-0000-0-5550-106-0000-8110-007-000 NN P | | | 1,142.22 | 1,142.22 |
| TOTAL PAYMENT AMOUNT | | | 4,695.17 * | | | 4,695.17 | 4,695.17 |
| 019504/00 | B & H PHOTO-VIDEO | | | | | | |
| 699 PO-160623 | 09/10/2015 | 100476542 | 1 01-6500-0-4400-102-5001-2700-002-000 NN F | | | 734.38 | 679.98 |
| TOTAL PAYMENT AMOUNT | | | 679.98 * | | | 679.98 | 679.98 |
| 016149/00 | BENNETT, JANET | | | | | | |
| 820 PO-160726 | 09/10/2015 | REIMB | 1 01-6382-0-5800-472-1110-1000-014-000 NN F | | | 12.00 | 12.00 |
| TOTAL PAYMENT AMOUNT | | | 12.00 * | | | 12.00 | 12.00 |
| 015495/00 | BOOMBAH | | | | | | |
| 677 PO-160595 | 09/10/2015 | 100183 | 1 01-0472-0-4300-472-1263-4200-014-000 NN F | | | 1,295.78 | 1,289.79 |
| TOTAL PAYMENT AMOUNT | | | 1,289.79 * | | | 1,289.79 | 1,289.79 |

| 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 |
| 021805/00 | CALHOUN, IVAN | | | | |
| 803 PO-160708 | 09/10/2015 | REIMB WORKSHOP | 1 01-0000-0-5800-106-0000-8110-007-000 NN F | 40.00 | 40.00 |
| TOTAL PAYMENT AMOUNT | | | | 40.00 * | 40.00 |
| 010575/00 | CAPITOL CLUTCH & BRAKE INC. | | | | |
| 106 PO-160101 | 09/10/2015 | 1373101 | 1 01-0000-0-4300-112-0000-3600-007-000 NN P | 102.19 | 102.19 |
| 106 PO-160101 | 09/10/2015 | 1373104 | 1 01-0000-0-4300-112-0000-3600-007-000 NN P | 31.28 | 31.28 |
| TOTAL PAYMENT AMOUNT | | | | 133.47 * | 133.47 |
| 011374/00 | CAPITOL MECHANICAL INC | | | | |
| 805 PO-160709 | 09/10/2015 | 21353 | 1 01-8150-0-5600-106-0000-8110-007-000 NN F | 982.50 | 982.50 |
| TOTAL PAYMENT AMOUNT | | | | 982.50 * | 982.50 |
| 020305/00 | CDW GOVERNMENT INC. | | | | |
| 351 PO-160324 | 09/10/2015 | XK93376 | 1 01-0000-0-4300-472-0000-2700-014-000 NN F | 159.43 | 159.43 |
| 502 PO-160447 | 09/10/2015 | XH46947 | 1 01-0000-0-4300-238-1110-1000-010-000 NN F | 234.87 | 191.64 |
| 627 PO-160556 | 09/10/2015 | XN10129 | 1 01-8150-0-4300-106-0000-8110-007-000 NN P | 37.35 | 37.35 |
| 627 PO-160556 | 09/10/2015 | XP66765 | 1 01-8150-0-4300-106-0000-8110-007-000 NN F | 57.41 | 57.51 |
| 121 PO-160563 | 09/10/2015 | XN49517 | 1 01-5640-0-4300-103-0000-3140-003-000 NN F | 245.59 | 227.40 |
| TOTAL PAYMENT AMOUNT | | | | 673.33 * | 673.33 |
| 013928/00 | CINTAS LOCATION 622 | | | | |
| 189 PO-160177 | 09/10/2015 | 622552544 | 1 01-0000-0-5800-111-0000-8200-007-000 NN P | 574.52 | 574.52 |
| 189 PO-160177 | 09/10/2015 | 622554793 | 1 01-0000-0-5800-111-0000-8200-007-000 NN P | 191.90 | 191.90 |
| 189 PO-160177 | 09/10/2015 | 622550326 | 1 01-0000-0-5800-111-0000-8200-007-000 NN P | 191.90 | 191.90 |
| TOTAL PAYMENT AMOUNT | | | | 958.32 * | 958.32 |
| 015699/00 | CLARK SECURITY PRODUCTS | | | | |
| 52 PO-160053 | 09/10/2015 | 22K-109989 | 1 01-8150-0-4300-106-0000-8110-007-000 NN P | 344.19 | 344.19 |
| TOTAL PAYMENT AMOUNT | | | | 344.19 * | 344.19 |

81 CENTER UNIFIED SCHOOL DIST.
09-10-2015

ACCOUNTS PAYABLE PRELIST
BATCH: 0019 09-10-15
FUND : 01 GENERAL FUND

J10423 APY500 H.02.05 09/10/15 PAGE 3
<< 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 |
| 021813/00 | CONSOLIDATED COMMUNICATIONS | | | | | | | | | | | | | |
| 151 | PO-160138 | 09/10/2015 | 916-150-1605/0 | 1 | 01-0000-0-5902-106-0000-8110-007-000 | NN | P | | | | | | 1,893.54 | 1,893.54 |
| TOTAL PAYMENT AMOUNT | | | | | | | | | | | | | 1,893.54 * | 1,893.54 |
| 016761/00 | CPM EDUCATIONAL PROGRAM | | | | | | | | | | | | | |
| 348 | PO-160321 | 09/10/2015 | 1504231-IN | 1 | 01-0037-0-4100-103-1110-1000-003-000 | NN | F | | | | | | 67.54 | 69.63 |
| 690 | PO-160615 | 09/10/2015 | 1505801-IN | 1 | 01-0037-0-4100-103-1110-1000-003-000 | NN | F | | | | | | 67.54 | 68.73 |
| TOTAL PAYMENT AMOUNT | | | | | | | | | | | | | 138.36 * | 138.36 |
| 021797/00 | D3 SPORTS INC | | | | | | | | | | | | | |
| 542 | PO-160486 | 09/10/2015 | 21478 | 1 | 01-7220-0-5800-472-1110-1000-014-000 | NN | F | | | | | | 1,903.50 | 1,903.50 |
| TOTAL PAYMENT AMOUNT | | | | | | | | | | | | | 1,903.50 * | 1,903.50 |
| 017462/00 | DAVIS, SHANNON | | | | | | | | | | | | | |
| 786 | PO-160720 | 09/10/2015 | MILEAGE | 1 | 01-5630-0-5800-601-1220-1000-017-000 | NN | F | | | | | | 223.10 | 223.10 |
| TOTAL PAYMENT AMOUNT | | | | | | | | | | | | | 223.10 * | 223.10 |
| 010481/00 | DEMCO INC | | | | | | | | | | | | | |
| 654 | PO-160631 | 09/10/2015 | 5676786 | 1 | 01-0000-0-4300-103-0000-2420-003-000 | NN | F | | | | | | 465.51 | 443.02 |
| TOTAL PAYMENT AMOUNT | | | | | | | | | | | | | 443.02 * | 443.02 |
| 010336/00 | ECOTECH PEST MANAGEMENT INC | | | | | | | | | | | | | |
| 171 | PO-160155 | 09/10/2015 | 8603 | 1 | 01-0000-0-5500-106-0000-8110-007-000 | NN | P | | | | | | 787.00 | 787.00 |
| 171 | PO-160155 | 09/10/2015 | 8604 | 1 | 01-0000-0-5500-106-0000-8110-007-000 | NN | P | | | | | | 712.00 | 712.00 |
| TOTAL PAYMENT AMOUNT | | | | | | | | | | | | | 1,499.00 * | 1,499.00 |
| 021772/00 | ENVIRONMENTAL MICROBIOLOGY | | | | | | | | | | | | | |
| 795 | PO-160696 | 09/10/2015 | 91451881 | 1 | 01-8150-0-4300-106-0000-8110-007-000 | NN | P | | | | | | 60.48 | 60.48 |
| TOTAL PAYMENT AMOUNT | | | | | | | | | | | | | 60.48 * | 60.48 |

81 CENTER UNIFIED SCHOOL DIST.
09-10-2015

ACCOUNTS PAYABLE PRELIST
BATCH: 0019 09-10-15
FUND : 01 GENERAL FUND

J10423 APY500 H.02.05 09/10/15 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 | |
| 010592/00 | | EWING IRRIGATION PRODUCTS | | | | | | | |
| 59 | PO-160059 | 09/10/2015 247086 | | 1 | 01-0000-0-4300-106-0000-8110-007-000 | NN P | 39.68 | 39.68 | |
| | | | | TOTAL PAYMENT AMOUNT | | 39.68 * | | 39.68 | |
| 010604/00 | | FINE LINE TRIM & UPHOLSTERY | | | | | | | |
| 680 | PO-160598 | 09/10/2015 3031 | | 1 | 01-0000-0-5800-112-0000-3600-007-000 | NN P | 325.00 | 325.00 | |
| | | | | TOTAL PAYMENT AMOUNT | | 325.00 * | | 325.00 | |
| 014616/00 | | GALLOWAY, KRISTEN | | | | | | | |
| 821 | PO-160727 | 09/10/2015 REIMB | | 1 | 01-6382-0-4300-472-1110-1000-014-000 | NN F | 183.06 | 183.06 | |
| | | | | TOTAL PAYMENT AMOUNT | | 183.06 * | | 183.06 | |
| 022347/00 | | GIVE SOMETHING BACK | | | | | | | |
| 378 | PO-160352 | 09/10/2015 0409445 | | 1 | 01-0000-0-9320-000-0000-0000-000-000 | NN P | 2,418.34 | 2,418.34 | |
| 378 | PO-160352 | 09/10/2015 0405860 | | 1 | 01-0000-0-9320-000-0000-0000-000-000 | NN P | 1,209.18 | 1,209.18 | |
| 730 | PO-160651 | 09/10/2015 IN0412388 | | 1 | 01-6500-0-4300-102-5750-1110-002-000 | NN F | 12.73 | 12.74 | |
| 756 | PO-160669 | 09/10/2015 IN-0412932 | | 1 | 01-0000-0-4300-103-0000-7200-003-000 | NN F | 28.50 | 28.52 | |
| | | | | TOTAL PAYMENT AMOUNT | | 3,668.78 * | | 3,668.78 | |
| 017747/00 | | HAMMER, SAMUEL | | | | | | | |
| 787 | PO-160721 | 09/10/2015 MILEAGE | | 1 | 01-5630-0-5800-601-1220-1000-017-000 | NN F | 54.86 | 54.86 | |
| | | | | TOTAL PAYMENT AMOUNT | | 54.86 * | | 54.86 | |
| 017916/00 | | K12SAVINGS TEXTBOOK BROKERS | | | | | | | |
| 618 | PO-160549 | 09/10/2015 107740 | | 1 | 01-0037-0-4100-103-1110-1000-003-000 | YN F | 186.12 | 172.33 | |
| | | | | TOTAL PAYMENT AMOUNT | | 172.33 * | | 172.33 | |
| | | | | TOTAL USE TAX AMOUNT | | 13.79 | | | |
| 016042/00 | | L&H AIRCO | | | | | | | |
| 804 | PO-160701 | 09/10/2015 8287 | | 1 | 01-8150-0-5600-106-0000-8110-007-000 | NN P | 110.00 | 110.00 | |
| 804 | PO-160701 | 09/10/2015 8294 | | 1 | 01-8150-0-5600-106-0000-8110-007-000 | NN P | 550.00 | 550.00 | |
| | | | | TOTAL PAYMENT AMOUNT | | 660.00 * | | 660.00 | |

81 CENTER UNIFIED SCHOOL DIST.
09-10-2015

ACCOUNTS PAYABLE PRELIST
BATCH: 0019 09-10-15
FUND : 01 GENERAL FUND

J10423 APY500 H.02.05 09/10/15 PAGE 5
<< Open >>

| Vendor/Addr | Remit name | Description | Tax ID num | Deposit type | ABA num | Account num | Liq Amt | Net Amount |
|---------------|--------------------------------|--------------------|------------|---|----------|-------------|----------|------------|
| Req Reference | Date | | | FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP | | | | |
| 021636/00 | LAMINATOR.COM | | | | | | | |
| 426 PO-160388 | 09/10/2015 | LM10179375 | | 1 01-0000-0-4300-472-0000-2700-014-000 YN F | | | 647.91 | 580.91 |
| | | | | TOTAL PAYMENT AMOUNT | 580.91 * | | | 580.91 |
| | | | | TOTAL USE TAX AMOUNT | 46.47 | | | |
| 017726/00 | LOS ANGELES FREIGHTLINER | | | | | | | |
| 105 PO-160100 | 09/10/2015 | BN69419-CREDIT BAL | | 1 01-0000-0-4300-112-0000-3600-007-000 NN P | | | 253.46 | 253.46 |
| | | | | TOTAL PAYMENT AMOUNT | 253.46 * | | | 253.46 |
| 019059/00 | MILLENNIUM TERMITE & PEST | | | | | | | |
| 165 PO-160150 | 09/10/2015 | TR-71099 | | 1 01-0000-0-5500-106-0000-8110-007-000 NN P | | | 91.00 | 91.00 |
| 165 PO-160150 | 09/10/2015 | TR72628 | | 1 01-0000-0-5500-106-0000-8110-007-000 NN P | | | 57.00 | 57.00 |
| 165 PO-160150 | 09/10/2015 | 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 |
| 021692/00 | MONOPRICE INC | | | | | | | |
| 715 PO-160638 | 09/10/2015 | 12875365 | | 1 01-0000-0-4400-236-1110-1000-009-000 NN F | | | 150.66 | 157.48 |
| | | | | TOTAL PAYMENT AMOUNT | 157.48 * | | | 157.48 |
| 017315/00 | NAPA AUTO PARTS - GENUINE AUTO | | | | | | | |
| 109 PO-160104 | 09/10/2015 | 019820 | | 1 01-0000-0-4300-112-0000-3600-007-000 NN P | | | 42.62 | 42.62 |
| 109 PO-160104 | 09/10/2015 | 019924 | | 1 01-0000-0-4300-112-0000-3600-007-000 NN P | | | 384.48 | 384.48 |
| | | | | TOTAL PAYMENT AMOUNT | 427.10 * | | | 427.10 |
| 017765/00 | OAKRIDGE HIGH SCHOOL | | | | | | | |
| 765 PO-160677 | 09/10/2015 | TOURN FEE CHS | | 1 01-0472-0-5800-472-1263-4200-014-000 NN F | | | 175.00 | 175.00 |
| | | | | TOTAL PAYMENT AMOUNT | 175.00 * | | | 175.00 |
| 017576/00 | OFFICE DEPOT/BUS.SERVICES DIV | | | | | | | |
| 220 PO-160208 | 09/10/2015 | 782505555001 | | 1 01-0000-0-4300-238-1110-1000-010-000 NN F | | | 101.67 | 85.48 |
| 236 PO-160223 | 09/10/2015 | 782508212001 | | 1 01-0000-0-4300-238-1110-1000-010-000 NN P | | | 99.38 | 99.38 |
| 236 PO-160223 | 09/10/2015 | 782508213001 | | 1 01-0000-0-4300-238-1110-1000-010-000 NN P | | | 11.22 | 11.22 |
| 236 PO-160223 | 09/10/2015 | 782508214001 | | 1 01-0000-0-4300-238-1110-1000-010-000 NN F | | | 38.84 | 28.17 |
| 242 PO-160228 | 09/10/2015 | 782516064001 | | 1 01-0000-0-4300-234-1110-1000-008-000 NN P | | | 1,114.97 | 1,114.97 |

J10423 APY500 H.02.05 09/10/15 PAGE 6
<< Open >>

21

81 CENTER UNIFIED SCHOOL DIST.
09-10-2015

ACCOUNTS PAYABLE PRELIST
BATCH: 0019 09-10-15
FUND : 01 GENERAL FUND

J10423 APY500 H.02.05 09/10/15 PAGE 7
<< Open >>

| Vendor/Addr | Remit name | Description | Tax ID num | Deposit type | ABA num | Account num | Liq Amt | Net Amount |
|----------------------|------------|--------------------------------|------------|---|------------|-------------|----------|------------|
| Req Reference | Date | | | FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP | | | | |
| 021194/00 | | PRUDENTIAL OVERALL SUPPLY INC | | | | | | |
| 119 PO-160114 | 09/10/2015 | 180223804 | | 1 01-0000-0-5600-112-0000-3600-007-000 NN P | | | 60.99 | 60.99 |
| 119 PO-160114 | 09/10/2015 | 18224416 | | 1 01-0000-0-5600-112-0000-3600-007-000 NN P | | | 60.99 | 60.99 |
| TOTAL PAYMENT AMOUNT | | | | | 121.98 * | | | 121.98 |
| 019234/00 | | RIVER VALLEY FEED AND PET | | | | | | |
| 802 PO-160700 | 09/10/2015 | 285/1 | | 1 01-8150-0-4300-106-0000-8110-007-000 NN P | | | 101.54 | 101.54 |
| TOTAL PAYMENT AMOUNT | | | | | 101.54 * | | | 101.54 |
| 010627/00 | | RIVERVIEW INTERNATIONAL TRUCKS | | | | | | |
| 113 PO-160108 | 09/10/2015 | 873125 | | 1 01-0000-0-4300-112-0000-3600-007-000 NN P | | | 134.87 | 134.87 |
| 113 PO-160108 | 09/10/2015 | 872581 | | 1 01-0000-0-4300-112-0000-3600-007-000 NN P | | | 180.58 | 180.58 |
| TOTAL PAYMENT AMOUNT | | | | | 315.45 * | | | 315.45 |
| 022395/00 | | ROSE BRAND | | | | | | |
| 537 PO-160481 | 09/10/2015 | 218428 | | 1 01-0000-0-4300-115-9780-8200-007-000 NN F | | | 1,191.80 | 1,199.89 |
| TOTAL PAYMENT AMOUNT | | | | | 1,199.89 * | | | 1,199.89 |
| 010552/00 | | SAC VAL JANITORIAL | | | | | | |
| 69 PO-160068 | 09/10/2015 | 10152263-10152518 | | 1 01-0000-0-9320-000-0000-0000-000-000 NN P | | | 390.80 | 390.80 |
| 69 PO-160068 | 09/10/2015 | 10152528-10152516 | | 1 01-0000-0-9320-000-0000-0000-000-000 NN P | | | 103.09 | 103.09 |
| 69 PO-160068 | 09/10/2015 | 10152255 | | 1 01-0000-0-9320-000-0000-0000-000-000 NN P | | | 44.66 | 44.66 |
| TOTAL PAYMENT AMOUNT | | | | | 538.55 * | | | 538.55 |
| 016436/00 | | SACRAMENTO CO OFFICE OF EDUC | | | | | | |
| 768 PO-160680 | 09/10/2015 | S. LOEHR DINNER | | 1 01-0000-0-4300-101-0000-7150-002-000 NN F | | | 25.00 | 25.00 |
| 768 PO-160680 | 09/10/2015 | K.KELLEY DINNER | | 2 01-0000-0-4300-120-0000-7110-001-000 NN F | | | 25.00 | 25.00 |
| TOTAL PAYMENT AMOUNT | | | | | 50.00 * | | | 50.00 |
| 018777/00 | | SACRAMENTO COUNTY SHERIFF'S | | | | | | |
| CL-158117 | 09/10/2015 | CLOSE | | 01-0000-0-5800-110-0000-7200-004-000 NN | | | 3,973.00 | 0.00 |
| TOTAL PAYMENT AMOUNT | | | | | 0.00 * | | | 0.00 |

81 CENTER UNIFIED SCHOOL DIST.
09-10-2015

ACCOUNTS PAYABLE PRELIST
BATCH: 0019 09-10-15
FUND : 01 GENERAL FUND

J10423 APY500 H.02.05 09/10/15 PAGE 8
<< Open >>

| Vendor/Addr Req Reference | Remit name Date | Description | Tax ID num | Deposit type | ABA num | Account num | Liq Amt | Net Amount |
|------------------------------|-------------------------------|----------------------|------------|--------------------|--------------------------------------|-------------|----------|------------|
| | | | | FD RESO P OBJE SIT | GOAL FUNC RES DEP T9MP | | | |
| 016012/00 | SACRAMENTO SPORTS COMMISSION | | | | | | | |
| 767 PO-160679 | 09/10/2015 | TOURN FEE CHS | | 1 | 01-0472-0-5800-472-1263-4200-014-000 | NN F | 150.00 | 150.00 |
| | | TOTAL PAYMENT AMOUNT | | | 150.00 * | | | 150.00 |
| 011500/00 | SCHOOLS INSURANCE AUTHORITY | | | | | | | |
| PV-161016 | 09/10/2015 | SEPTEMBER | | | 01-0000-0-9552-000-0000-0000-000-000 | NN | | 47,062.91 |
| | | TOTAL PAYMENT AMOUNT | | | 47,062.91 * | | | 47,062.91 |
| 017106/00 | SCHOOLS INSURANCE AUTHORITY | | | | | | | |
| PV-161014 | 09/09/2015 | SEPTEMBER | | | 01-0000-0-9552-000-0000-0000-000-000 | NN | | 7,087.02 |
| | | TOTAL PAYMENT AMOUNT | | | 7,087.02 * | | | 7,087.02 |
| 017984/00 | SCIENCE TAKE-OUT | | | | | | | |
| 636 PO-160566 | 09/10/2015 | 4202 | | 1 | 01-6382-0-4300-472-1110-1000-014-000 | YN F | 227.24 | 211.00 |
| | | TOTAL PAYMENT AMOUNT | | | 211.00 * | | | 211.00 |
| | | TOTAL USE TAX AMOUNT | | | 16.88 | | | |
| 016043/00 | SHELTONS UNLIMITED MECHANICAL | | | | | | | |
| 831 PO-160732 | 09/10/2015 | 15-15573 | | 1 | 01-8150-0-5600-106-0000-8110-007-000 | NN F | 2,261.33 | 2,261.33 |
| | | TOTAL PAYMENT AMOUNT | | | 2,261.33 * | | | 2,261.33 |
| 018243/00 | SOCCER.COM | | | | | | | |
| 705 PO-160627 | 09/10/2015 | 56969762 | | 1 | 01-0000-0-4300-472-1260-1000-014-000 | NN F | 107.17 | 107.17 |
| | | TOTAL PAYMENT AMOUNT | | | 107.17 * | | | 107.17 |
| 014558/00 | SPURR | | | | | | | |
| 166 PO-160151 | 09/10/2015 | 66631 | | 1 | 01-0000-0-5520-106-0000-8110-007-000 | NN P | 861.84 | 861.84 |
| | | TOTAL PAYMENT AMOUNT | | | 861.84 * | | | 861.84 |

81 CENTER UNIFIED SCHOOL DIST.
09-10-2015

ACCOUNTS PAYABLE PRELIST
BATCH: 0019 09-10-15
FUND : 01 GENERAL FUND

J10423 APY500 H.02.05 09/10/15 PAGE 9
<< Open >>

| Vendor/Addr | Remit name | Description | Tax ID num | Deposit type | ABA num | Account num | Liq Amt | Net Amount |
|----------------------|-------------------------------|---------------|------------|---|---------|-------------|------------|------------|
| Req Reference | Date | | | FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP | | | | |
| 015290/00 | ST.MARY'S HIGH SCHOOL CROSS | | | | | | | |
| 766 PO-160678 | 09/10/2015 | TOURN FEE CHS | | 1 01-0472-0-5800-472-1263-4200-014-000 NN F | | | 175.00 | 175.00 |
| TOTAL PAYMENT AMOUNT | | | | | | | 175.00 * | 175.00 |
| 018066/00 | SUPER DUPER INC. | | | | | | | |
| 580 PO-160510 | 09/10/2015 | 2092767A | | 1 01-6500-0-4300-102-5770-1110-002-000 YN F | | | 58.85 | 54.49 |
| TOTAL PAYMENT AMOUNT | | | | | | | 54.49 * | 54.49 |
| TOTAL USE TAX AMOUNT | | | | | | | 4.36 | |
| 011554/00 | TRACTOR SUPPLY CO | | | | | | | |
| 75 PO-160073 | 09/10/2015 | 55076 | | 1 01-8150-0-4300-106-0000-8110-007-000 NN P | | | 50.00 | 50.00 |
| 94 PO-160088 | 09/10/2015 | 55538 | | 1 01-0000-0-4300-106-0000-8110-007-000 NN P | | | 121.96 | 121.96 |
| 269 PO-160247 | 09/10/2015 | 53048 | | 1 01-0000-0-4300-111-0000-8200-007-000 NN P | | | 39.99 | 39.99 |
| TOTAL PAYMENT AMOUNT | | | | | | | 211.95 * | 211.95 |
| 010139/00 | TROXELL COMMUNICATIONS INC | | | | | | | |
| 403 PO-160368 | 09/10/2015 | 851991 | | 1 01-9115-0-5800-115-0000-7700-007-000 NN F | | | 2,970.00 | 2,970.00 |
| TOTAL PAYMENT AMOUNT | | | | | | | 2,970.00 * | 2,970.00 |
| 018567/00 | TRULITE GLASS & ALUMINUM SOL. | | | | | | | |
| 70 PO-160069 | 09/10/2015 | 124214 | | 1 01-8150-0-4300-106-0000-8110-007-000 NN P | | | 35.39 | 35.39 |
| TOTAL PAYMENT AMOUNT | | | | | | | 35.39 * | 35.39 |
| 011190/00 | UNIVERSAL SPECIALTIES INC | | | | | | | |
| 76 PO-160074 | 09/10/2015 | 70431 | | 1 01-8150-0-4300-106-0000-8110-007-000 NN P | | | 478.68 | 478.68 |
| 76 PO-160074 | 09/10/2015 | 70293 | | 1 01-8150-0-4300-106-0000-8110-007-000 NN P | | | 58.12 | 58.12 |
| 76 PO-160074 | 09/10/2015 | 70440 | | 1 01-8150-0-4300-106-0000-8110-007-000 NN F | | | 0.27 | 63.92 |
| TOTAL PAYMENT AMOUNT | | | | | | | 600.72 * | 600.72 |
| 015891/00 | VEX ROBOTICS INC | | | | | | | |
| 574 PO-160506 | 09/10/2015 | 103880 | | 1 01-6382-0-4300-472-1110-1000-014-000 YN P | | | 557.16 | 557.16 |
| 574 PO-160506 | 09/10/2015 | 105427 | | 1 01-6382-0-4300-472-1110-1000-014-000 YN F | | | 1,703.80 | 1,540.00 |
| TOTAL PAYMENT AMOUNT | | | | | | | 2,097.16 * | 2,097.16 |
| TOTAL USE TAX AMOUNT | | | | | | | 167.77 | |

J10423 APY500 H.02.05 09/10/15 PAGE 10
 << Open >>

25

81 CENTER UNIFIED SCHOOL DIST.
09-10-2015

ACCOUNTS PAYABLE PRELIST
BATCH: 0019 09-10-15
FUND : 09 CHARTER SCHOOLS

J10423 APY500 H.02.05 09/10/15 PAGE 11
<< 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 | |
| 014067/00 | | ACCREDITING COMMISSION FOR | | | | | | |
| 807 PO-160723 | 09/10/2015 | 801083 | 1 09-0700-0-5800-503-1110-1000-018-000 NN F | | | 870.00 | 870.00 | |
| | | TOTAL PAYMENT AMOUNT | 870.00 * | | | | 870.00 | |
| 010669/00 | | ALHAMBRA & SIERRA SPRINGS | | | | | | |
| 452 PO-160407 | 09/10/2015 | 4779099 082615 | 1 09-0700-0-4300-503-0000-2700-018-000 NN P | | | 67.05 | 67.05 | |
| | | TOTAL PAYMENT AMOUNT | 67.05 * | | | | 67.05 | |
| 021041/00 | | LIONS GATE HOTEL AND COTTAGE | | | | | | |
| 806 PO-160722 | 09/10/2015 | 9/27-9/30 | 1 09-0700-0-5800-503-0000-2700-018-000 NN F | | | 975.15 | 975.15 | |
| | | TOTAL PAYMENT AMOUNT | 975.15 * | | | | 975.15 | |
| | | TOTAL FUND PAYMENT | 1,912.20 ** | | | | 1,912.20 | |

81 CENTER UNIFIED SCHOOL DIST.
09-10-2015

ACCOUNTS PAYABLE PRELIST
BATCH: 0019 09-10-15
FUND : 13 CAFETERIA FUND

J10423 APY500 H.02.05 09/10/15 PAGE 12
<< Open >>

| Vendor/Addr | Remit name | Tax ID num | Deposit type | ABA num | Account num | Liq Amt | Net Amount |
|---------------|-------------------------------|---------------|---|------------|-------------|----------|------------|
| Req Reference | Date | Description | FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP | | | | |
| 014156/00 | COUNTY OF SACRAMENTO | | | | | | |
| 781 PO-160691 | 09/10/2015 | AR0002175 | 1 13-5310-0-5800-108-0000-3700-007-000 NN P | | | 686.00 | 686.00 |
| | | | TOTAL PAYMENT AMOUNT | 686.00 * | | | 686.00 |
| 011205/00 | CULTURE SHOCK YOGURT | | | | | | |
| 141 PO-160134 | 09/10/2015 | 2978 | 1 13-5310-0-4700-108-0000-3700-007-000 NN P | | | 214.00 | 214.00 |
| | | | TOTAL PAYMENT AMOUNT | 214.00 * | | | 214.00 |
| 011602/00 | DANIELSEN CO., THE | | | | | | |
| 128 PO-160122 | 09/10/2015 | 81923 | 2 13-5310-0-4300-108-0000-3700-007-000 NN P | | | 683.52 | 683.52 |
| 128 PO-160122 | 09/10/2015 | 81923 | 1 13-5310-0-4700-108-0000-3700-007-000 NN P | | | 1,756.48 | 1,756.48 |
| | | | TOTAL PAYMENT AMOUNT | 2,440.00 * | | | 2,440.00 |
| 021080/00 | GOLD STAR FOODS INC | | | | | | |
| 130 PO-160124 | 09/10/2015 | 1427807 | 1 13-5310-0-4700-108-0000-3700-007-000 NN P | | | 1,126.39 | 1,126.39 |
| 130 PO-160124 | 09/10/2015 | 1425560 | 1 13-5310-0-4700-108-0000-3700-007-000 NN P | | | 8,524.93 | 8,524.93 |
| | | | TOTAL PAYMENT AMOUNT | 9,651.32 * | | | 9,651.32 |
| 022364/00 | HEARTLAND SCHOOL SOLUTIONS | | | | | | |
| 140 PO-160133 | 09/10/2015 | HSS0000029344 | 1 13-5310-0-5300-108-0000-3700-007-000 NN P | | | 542.70 | 542.70 |
| | | | TOTAL PAYMENT AMOUNT | 542.70 * | | | 542.70 |
| 016279/00 | P&R PAPER SUPPLY | | | | | | |
| 133 PO-160127 | 09/10/2015 | 30048572-00 | 1 13-5310-0-4300-108-0000-3700-007-000 NN P | | | 396.85 | 396.85 |
| | | | TOTAL PAYMENT AMOUNT | 396.85 * | | | 396.85 |
| 021194/00 | PRUDENTIAL OVERALL SUPPLY INC | | | | | | |
| 136 PO-160129 | 09/10/2015 | 180225023 | 1 13-5310-0-5800-108-0000-3700-007-000 NN P | | | 73.39 | 73.39 |
| 136 PO-160129 | 09/10/2015 | 180224415 | 1 13-5310-0-5800-108-0000-3700-007-000 NN P | | | 73.39 | 73.39 |
| | | | TOTAL PAYMENT AMOUNT | 146.78 * | | | 146.78 |

81 CENTER UNIFIED SCHOOL DIST.
09-10-2015

ACCOUNTS PAYABLE PRELIST
BATCH: 0019 09-10-15
FUND : 13 CAFETERIA FUND

J10423 APY500 H.02.05 09/10/15 PAGE 13
<< 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 | | | | |
| 017334/00 | SEVEN UP BOTTLING CO. OF S.F. | | | | | | |
| 134 PO-160128 | 09/10/2015 | 5190450003 | 1 13-5310-0-4700-108-0000-3700-007-000 NN P | | | 285.80 | 285.80 |
| TOTAL PAYMENT AMOUNT | | | 285.80 * | | | | 285.80 |
| 020252/00 | STAPLES ADVANTAGE | | | | | | |
| 660 PO-160603 | 09/10/2015 | 3275808289 | 1 13-5310-0-4300-108-0000-3700-007-000 NN F | | | 97.91 | 97.91 |
| TOTAL PAYMENT AMOUNT | | | 97.91 * | | | | 97.91 |
| 011422/00 | SYSCO OF SAN FRANCISCO | | | | | | |
| 129 PO-160123 | 09/10/2015 | 509082103 | 2 13-5310-0-4300-108-0000-3700-007-000 NN P | | | 1,244.40 | 1,244.40 |
| 129 PO-160123 | 09/10/2015 | 509082103-1677300PU | 1 13-5310-0-4700-108-0000-3700-007-000 NN P | | | 916.83 | 916.83 |
| TOTAL PAYMENT AMOUNT | | | 2,161.23 * | | | | 2,161.23 |
| TOTAL FUND PAYMENT | | | 16,622.59 ** | | | | 16,622.59 |

J10423 APY500 H.02.05 09/10/15 PAGE 14
<< Open >>

Number of warrants to be printed: 77, not counting voids due to stub overflows.

81 CENTER UNIFIED SCHOOL DIST.
09-17-15

ACCOUNTS PAYABLE PRELIST

J10678 APY500 H.02.05 09/17/15 PAGE 0

Batch status: A All
From batch: 0022
To batch: 0022
Include Revolving Cash: Y
Include Address: N

81 CENTER UNIFIED SCHOOL DIST.
09-17-15

ACCOUNTS PAYABLE PRELIST
BATCH: 0022 9-17-15
FUND : 01 GENERAL FUND

J10678 APY500 H.02.05 09/17/15 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 | | | | |
| ----- | | | | | | | |
| 014067/00 | ACCREDITING COMMISSION FOR | | | | | | |
| 870 PO-160767 | 09/17/2015 | 804713 | 1 01-0000-0-5800-472-0000-2700-014-000 NN F | | | 1,725.00 | 1,725.00 |
| | | | TOTAL PAYMENT AMOUNT | 1,725.00 * | | | 1,725.00 |
| | | | | | | | |
| 020710/00 | ACCURATE LABEL DESIGN | | | | | | |
| 616 PO-160578 | 09/17/2015 | 140871 | 1 01-0000-0-5800-371-0000-2700-012-000 YN F | | | 161.99 | 150.95 |
| | | | TOTAL PAYMENT AMOUNT | 150.95 * | | | 150.95 |
| | | | TOTAL USE TAX AMOUNT | 12.08 | | | |
| | | | | | | | |
| 010669/00 | ALHAMBRA & SIERRA SPRINGS | | | | | | |
| 558 PO-160495 | 09/17/2015 | 4780818090615 | 1 01-0000-0-4300-105-0000-7200-005-000 NN P | | | 27.29 | 27.29 |
| | | | TOTAL PAYMENT AMOUNT | 27.29 * | | | 27.29 |
| | | | | | | | |
| 018649/00 | ASSOCIATION FOR SUPERVISION & | | | | | | |
| 882 PO-160778 | 09/17/2015 | 000001426824 | 1 01-0000-0-5300-101-0000-7150-002-000 NN F | | | 89.00 | 89.00 |
| | | | TOTAL PAYMENT AMOUNT | 89.00 * | | | 89.00 |
| | | | | | | | |
| 021604/00 | ATLAS DISPOSAL INDUSTRIES | | | | | | |
| 152 PO-160139 | 09/17/2015 | 01-0001032-0 | 1 01-0000-0-5550-106-0000-8110-007-000 NN P | | | 579.14 | 579.14 |
| 152 PO-160139 | 09/17/2015 | 01-149404-0 | 1 01-0000-0-5550-106-0000-8110-007-000 NN P | | | 217.01 | 217.01 |
| | | | TOTAL PAYMENT AMOUNT | 796.15 * | | | 796.15 |
| | | | | | | | |
| 016805/00 | BATES, CHERYL | | | | | | |
| 885 PO-160779 | 09/17/2015 | JULY | 1 01-6500-0-5210-102-5750-1130-003-000 NY P | | | 35.09 | 35.09 |
| 885 PO-160779 | 09/17/2015 | AUG | 1 01-6500-0-5210-102-5750-1130-003-000 NY P | | | 46.79 | 46.79 |
| | | | TOTAL PAYMENT AMOUNT | 81.88 * | | | 81.88 |
| | | | | | | | |
| 021235/00 | BECKER, LEE ANN | | | | | | |
| 354 PO-160327 | 09/17/2015 | Aug Mileage | 1 01-0000-0-5210-102-0000-3140-003-000 NN P | | | 75.10 | 75.10 |
| | | | TOTAL PAYMENT AMOUNT | 75.10 * | | | 75.10 |

J10678 APY500 H.02.05 09/17/15 PAGE 2
 << Open >>

32

81 CENTER UNIFIED SCHOOL DIST.
09-17-15

ACCOUNTS PAYABLE PRELIST
BATCH: 0022 9-17-15
FUND : 01 GENERAL FUND

J10678 APY500 H.02.05 09/17/15 PAGE 3
<< 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 | | | 1,713.44 * | | | | 1,713.44 | | |
| 010407/00 | CENTER UNIFIED REVOLVING FUND | | | | | | | | |
| 877 PO-160755 | 09/17/2015 | CK 4148/DHESI | 1 | 01-6500-0-1130-472-5770-1110-000-000 | NN | F | | 375.27 | 375.27 |
| TOTAL PAYMENT AMOUNT | | | 375.27 * | | | | 375.27 | | |
| 020462/00 | CHHANG, VANRITH | | | | | | | | |
| 911 PO-160798 | 09/17/2015 | MILEAGE | 1 | 01-4035-0-5210-472-1110-1000-003-000 | NN | F | | 86.48 | 86.48 |
| TOTAL PAYMENT AMOUNT | | | 86.48 * | | | | 86.48 | | |
| 022562/00 | CHRISTIAN RILEY | | | | | | | | |
| 884 PO-160786 | 09/17/2015 | REIMB SUPPLIES | 1 | 01-6500-0-4300-102-5750-1110-002-000 | NN | F | | 328.60 | 328.60 |
| TOTAL PAYMENT AMOUNT | | | 328.60 * | | | | 328.60 | | |
| 010998/00 | COASTAL ENTERPRISES | | | | | | | | |
| 591 PO-160520 | 09/17/2015 | 23555 | 1 | 01-0000-0-5800-472-1110-1000-014-782 | NN | F | | 2,306.88 | 2,306.88 |
| TOTAL PAYMENT AMOUNT | | | 2,306.88 * | | | | 2,306.88 | | |
| 014557/00 | COLLEGE OAK TOW & TRANSPORT | | | | | | | | |
| 107 PO-160102 | 09/17/2015 | T13173 | 1 | 01-0000-0-5800-112-0000-3600-007-000 | NN | P | | 194.40 | 194.40 |
| TOTAL PAYMENT AMOUNT | | | 194.40 * | | | | 194.40 | | |
| 010433/00 | COUNTY OF SACRAMENTO | | | | | | | | |
| 163 PO-160175 | 09/17/2015 | 23640 | 1 | 01-0000-0-5550-106-0000-8110-007-000 | NN | P | | 25.00 | 25.00 |
| TOTAL PAYMENT AMOUNT | | | 25.00 * | | | | 25.00 | | |
| 010236/00 | CREATIVE BUS SALES | | | | | | | | |
| 108 PO-160103 | 09/17/2015 | 8012503 | 1 | 01-0000-0-4300-112-0000-3600-007-000 | NN | P | | 124.21 | 124.21 |
| TOTAL PAYMENT AMOUNT | | | 124.21 * | | | | 124.21 | | |

81 CENTER UNIFIED SCHOOL DIST.
09-17-15

ACCOUNTS PAYABLE PRELIST
BATCH: 0022 9-17-15
FUND : 01 GENERAL FUND

J10678 APY500 H.02.05 09/17/15 PAGE 4
<< Open >>

| Vendor/Addr | Remit name | Tax ID num | Deposit type | ABA num | Account num | Liq Amt | Net Amount |
|----------------------|-----------------------------|----------------|---|---------|-------------|----------|------------|
| Req Reference | Date | Description | FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP | | | | |
| 019542/00 | DAVIS, NICOLE | | | | | | |
| 832 PO-160743 | 09/17/2015 | AUGUST MILEAGE | 1 01-5630-0-5800-601-1220-1000-017-000 NN F | | | 53.13 | 53.13 |
| TOTAL PAYMENT AMOUNT | | | 53.13 * | | | | 53.13 |
| 010177/00 | DAY, CHRIS | | | | | | |
| 912 PO-160799 | 09/17/2015 | SPEC. ED | 1 01-6500-0-5800-102-5750-1180-002-000 NN F | | | 1,050.45 | 1,050.45 |
| TOTAL PAYMENT AMOUNT | | | 1,050.45 * | | | | 1,050.45 |
| 010481/00 | DEMCO INC | | | | | | |
| 713 PO-160637 | 09/17/2015 | 5676866 | 1 01-0000-0-4300-103-0000-2420-003-000 NN F | | | 159.62 | 158.65 |
| TOTAL PAYMENT AMOUNT | | | 158.65 * | | | | 158.65 |
| 021610/00 | EATON INTERPRETING SERVICES | | | | | | |
| 869 PO-160766 | 09/17/2015 | 215536 | 1 01-0000-0-5800-103-0000-7200-003-000 NN F | | | 125.00 | 125.00 |
| TOTAL PAYMENT AMOUNT | | | 125.00 * | | | | 125.00 |
| 014602/00 | EDU INC | | | | | | |
| 664 PO-160589 | 09/17/2015 | JS52468 | 1 01-6300-0-4300-236-1110-1000-009-000 NN F | | | 780.00 | 780.00 |
| TOTAL PAYMENT AMOUNT | | | 780.00 * | | | | 780.00 |
| 020517/00 | EDUCATIONAL DATA SYSTEMS | | | | | | |
| 637 PO-160567 | 09/17/2015 | 091517229 | 1 01-0000-0-5800-103-0000-3160-003-000 NN F | | | 566.98 | 566.39 |
| TOTAL PAYMENT AMOUNT | | | 566.39 * | | | | 566.39 |
| 021772/00 | ENVIRONMENTAL MICROBIOLOGY | | | | | | |
| 795 PO-160696 | 09/17/2015 | 43313817 | 1 01-8150-0-4300-106-0000-8110-007-000 NN P | | | 168.44 | 168.44 |
| 795 PO-160696 | 09/17/2015 | 91451881 | 1 01-8150-0-4300-106-0000-8110-007-000 NN P | | | 60.48 | 60.48 |
| TOTAL PAYMENT AMOUNT | | | 228.92 * | | | | 228.92 |

81 CENTER UNIFIED SCHOOL DIST.
09-17-15

ACCOUNTS PAYABLE PRELIST
BATCH: 0022 9-17-15
FUND : 01 GENERAL FUND

J10678 APY500 H.02.05 09/17/15 PAGE 5
<< Open >>

| Vendor/Addr | Remit name | Description | Tax ID num | Deposit type | ABA num | Account num | Liq Amt | Net Amount |
|----------------------|----------------------|-----------------|------------|---|---------|-------------|------------|------------|
| Req Reference | Date | | | FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP | | | | |
| 015218/00 | ESPINOZA, ENRIQUE | | | | | | | |
| 905 PO-160793 | 09/17/2015 | MILEAGE | | 1 01-6500-0-5210-102-5001-2700-000-000 NN F | | | 11.50 | 11.50 |
| TOTAL PAYMENT AMOUNT | | | | | | | 11.50 * | 11.50 |
| 016659/00 | EVAN-MOOR | | | | | | | |
| 714 PO-160641 | 09/17/2015 | INV086332 | | 1 01-6500-0-4300-102-5770-1110-002-000 NN F | | | 162.68 | 161.96 |
| TOTAL PAYMENT AMOUNT | | | | | | | 161.96 * | 161.96 |
| 019662/00 | FARREL, JASON | | | | | | | |
| 910 PO-160806 | 09/17/2015 | REIMB | | 1 01-0000-0-4300-236-1110-1000-009-000 NN F | | | 89.21 | 89.21 |
| TOTAL PAYMENT AMOUNT | | | | | | | 89.21 * | 89.21 |
| 014292/00 | FLINN SCIENTIFIC INC | | | | | | | |
| 585 PO-160515 | 09/17/2015 | 1891980 | | 1 01-6300-0-4300-371-1110-1000-012-000 NN F | | | 693.95 | 693.95 |
| TOTAL PAYMENT AMOUNT | | | | | | | 693.95 * | 693.95 |
| 016113/00 | FLOR | | | | | | | |
| 835 PO-160758 | 09/17/2015 | 845853 | | 1 01-0000-0-5901-472-0000-2700-014-000 NN F | | | 126.00 | 126.00 |
| TOTAL PAYMENT AMOUNT | | | | | | | 126.00 * | 126.00 |
| 014616/00 | GALLOWAY, KRISTEN | | | | | | | |
| 868 PO-160803 | 09/17/2015 | TRAVEL EXPENSES | | 1 01-6382-0-5200-472-1110-1000-014-000 NN F | | | 985.36 | 985.36 |
| TOTAL PAYMENT AMOUNT | | | | | | | 985.36 * | 985.36 |
| 022347/00 | GIVE SOMETHING BACK | | | | | | | |
| 755 PO-160668 | 09/17/2015 | IN-0413514 | | 1 01-0000-0-9320-000-0000-0000-000-000 NN F | | | 748.44 | 748.43 |
| 784 PO-160692 | 09/17/2015 | IN-0415566 | | 1 01-0000-0-4300-472-1251-1000-014-000 NN P | | | 21.65 | 21.65 |
| 784 PO-160692 | 09/17/2015 | IN-0414993 | | 1 01-0000-0-4300-472-1251-1000-014-000 NN F | | | 206.99 | 206.99 |
| 825 PO-160718 | 09/17/2015 | IN-0415567 | | 1 01-6500-0-4300-102-5770-1110-002-000 NN P | | | 155.25 | 155.25 |
| 825 PO-160718 | 09/17/2015 | IN-0416227 | | 1 01-6500-0-4300-102-5770-1110-002-000 NN F | | | 10.47 | 18.89 |
| 837 PO-160736 | 09/17/2015 | IN-0415568 | | 1 01-0000-0-4300-472-0000-2700-014-000 NN F | | | 188.97 | 188.97 |
| 845 PO-160745 | 09/17/2015 | IN-0416228 | | 1 01-0000-0-4300-475-3200-1000-015-000 NN F | | | 67.31 | 67.30 |
| TOTAL PAYMENT AMOUNT | | | | | | | 1,407.48 * | 1,407.48 |

81 CENTER UNIFIED SCHOOL DIST.
09-17-15

ACCOUNTS PAYABLE PRELIST
BATCH: 0022 9-17-15
FUND : 01 GENERAL FUND

J10678 APY500 H.02.05 09/17/15 PAGE 6
<< Open >>

| Vendor/Addr | Remit name | Description | Tax ID num | Deposit type | ABA num | Account num | Liq Amt | Net Amount |
|---------------|------------|-----------------------------|------------|---|---------|-------------|----------|------------|
| Req Reference | Date | | | FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP | | | | |
| 017718/00 | | GUIDING HANDS INC. | | | | | | |
| 933 PO-160813 | 09/17/2015 | 3052 | | 1 01-6500-0-5800-102-5750-1180-002-000 NN P | | | 2,478.30 | 2,478.30 |
| 933 PO-160813 | 09/17/2015 | 601256 | | 1 01-6500-0-5800-102-5750-1180-002-000 NN P | | | 300.00 | 300.00 |
| 933 PO-160813 | 09/17/2015 | 601257 | | 1 01-6500-0-5800-102-5750-1180-002-000 NN P | | | 300.00 | 300.00 |
| 933 PO-160813 | 09/17/2015 | 3082 | | 1 01-6500-0-5800-102-5750-1180-002-000 NN P | | | 270.00 | 270.00 |
| | | TOTAL PAYMENT AMOUNT | | 3,348.30 * | | | | 3,348.30 |
| 021395/00 | | HARVEY, HOLLY | | | | | | |
| 861 PO-160741 | 09/17/2015 | MEDICAL REIMB | | 1 01-0000-0-3404-371-0000-8200-000-000 NN F | | | 50.00 | 50.00 |
| | | TOTAL PAYMENT AMOUNT | | 50.00 * | | | | 50.00 |
| 021775/00 | | HD SUPPLY FACILITIES MAINT. | | | | | | |
| 47 PO-160049 | 09/17/2015 | 9140382568 | | 1 01-8150-0-4300-106-0000-8110-007-000 NN P | | | 231.76 | 231.76 |
| | | TOTAL PAYMENT AMOUNT | | 231.76 * | | | | 231.76 |
| 010602/00 | | HI-LINE ELECTRICAL & MECH | | | | | | |
| 718 PO-160639 | 09/17/2015 | 10404396 | | 1 01-0000-0-4300-112-0000-3600-007-000 NN P | | | 544.27 | 544.27 |
| | | TOTAL PAYMENT AMOUNT | | 544.27 * | | | | 544.27 |
| 015384/00 | | HIKON, ERIN | | | | | | |
| 906 PO-160794 | 09/17/2015 | MILEAGE | | 1 01-6500-0-5210-102-5001-2700-000-000 NN F | | | 18.40 | 18.40 |
| | | TOTAL PAYMENT AMOUNT | | 18.40 * | | | | 18.40 |
| 017002/00 | | HOME DEPOT CREDIT SERVICES | | | | | | |
| 43 PO-160046 | 09/17/2015 | 5902816 | | 1 01-8150-0-4300-106-0000-8110-007-000 NN P | | | 562.18 | 562.18 |
| 43 PO-160046 | 09/17/2015 | 1024520 | | 1 01-8150-0-4300-106-0000-8110-007-000 NN P | | | 124.99 | 124.99 |
| 43 PO-160046 | 09/17/2015 | 4014422 | | 1 01-8150-0-4300-106-0000-8110-007-000 NN P | | | 4.29 | 4.29 |
| 43 PO-160046 | 09/17/2015 | 2270794 | | 1 01-8150-0-4300-106-0000-8110-007-000 NN P | | | 43.06 | 43.06 |
| 43 PO-160046 | 09/17/2015 | 6023972 | | 1 01-8150-0-4300-106-0000-8110-007-000 NN P | | | 16.70 | 16.70 |
| 43 PO-160046 | 09/17/2015 | 2025630 | | 1 01-8150-0-4300-106-0000-8110-007-000 NN P | | | 40.65 | 40.65 |
| 43 PO-160046 | 09/17/2015 | 1024472 | | 1 01-8150-0-4300-106-0000-8110-007-000 NN P | | | 32.89 | 32.89 |
| 43 PO-160046 | 09/17/2015 | 7575146 | | 1 01-8150-0-4300-106-0000-8110-007-000 NN P | | | 171.59 | 171.59 |
| 43 PO-160046 | 09/17/2015 | 4010262 | | 1 01-8150-0-4300-106-0000-8110-007-000 NN P | | | 55.25 | 55.25 |
| 43 PO-160046 | 09/17/2015 | 1270907 | | 1 01-8150-0-4300-106-0000-8110-007-000 NN P | | | 39.56 | 39.56 |
| 43 PO-160046 | 09/17/2015 | 9270947 | | 1 01-8150-0-4300-106-0000-8110-007-000 NN P | | | 16.52 | 16.52 |
| 43 PO-160046 | 09/17/2015 | 8160821 | | 1 01-8150-0-4300-106-0000-8110-007-000 NN P | | | 156.07 | 156.07 |

81 CENTER UNIFIED SCHOOL DIST.
09-17-15

ACCOUNTS PAYABLE PRELIST
BATCH: 0022 9-17-15
FUND : 01 GENERAL FUND

J10678 APY500 H.02.05 09/17/15 PAGE 7
<< Open >>

| Vendor/Addr | Remit name | Description | Tax ID num | Deposit type | ABA num | Account num | Liq Amt | Net Amount |
|------------------------------------|------------|-------------|------------|---|---------|-------------|------------|------------|
| Req Reference | Date | | | FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP | | | | |
| 017002 (CONTINUED) | | | | | | | | |
| 43 PO-160046 | 09/17/2015 | 10752 | | 1 01-8150-0-4300-106-0000-8110-007-000 NN P | | | 2.03 | 2.03 |
| 92 PO-160086 | 09/17/2015 | 1561524 | | 1 01-0000-0-4300-106-0000-8110-007-000 NN P | | | 439.39 | 439.39 |
| TOTAL PAYMENT AMOUNT | | | | | | | 1,705.17 * | 1,705.17 |
| 018809/00 ILEARN | | | | | | | | |
| 775 PO-160686 | 09/17/2015 | 8954 | | 1 01-6300-0-5800-371-1110-1000-012-000 NN F | | | 4,500.00 | 4,500.00 |
| TOTAL PAYMENT AMOUNT | | | | | | | 4,500.00 * | 4,500.00 |
| 020018/00 JBEILY, DIGOL | | | | | | | | |
| 865 PO-160764 | 09/17/2015 | REIMB FANS | | 1 01-0472-0-4300-472-1263-4200-014-000 NN F | | | 107.41 | 107.41 |
| 865 PO-160764 | 09/17/2015 | REIMB SIGNS | | 2 01-0472-0-5800-472-1263-4200-014-000 NN F | | | 160.42 | 160.42 |
| TOTAL PAYMENT AMOUNT | | | | | | | 267.83 * | 267.83 |
| 021874/00 KIDWELL, TAMBRA | | | | | | | | |
| 888 PO-160782 | 09/17/2015 | TRIP 689 | | 1 01-0000-0-5800-112-0000-3600-007-000 NN P | | | 5.80 | 5.80 |
| TOTAL PAYMENT AMOUNT | | | | | | | 5.80 * | 5.80 |
| 014389/00 LOMOVA, YELENA | | | | | | | | |
| 887 PO-160781 | 09/17/2015 | TRIP 697 | | 1 01-0000-0-5800-112-0000-3600-007-000 NN P | | | 12.52 | 12.52 |
| TOTAL PAYMENT AMOUNT | | | | | | | 12.52 * | 12.52 |
| 017726/00 LOS ANGELES FREIGHTLINER | | | | | | | | |
| 105 PO-160100 | 09/17/2015 | BN69899 | | 1 01-0000-0-4300-112-0000-3600-007-000 NN P | | | 133.45 | 133.45 |
| TOTAL PAYMENT AMOUNT | | | | | | | 133.45 * | 133.45 |
| 014085/00 MAXON | | | | | | | | |
| 22 PO-160022 | 09/17/2015 | MAX12-8815 | | 1 01-3550-0-5800-472-1110-1000-014-000 NN F | | | 2,687.50 | 2,687.50 |
| TOTAL PAYMENT AMOUNT | | | | | | | 2,687.50 * | 2,687.50 |

J10678 APY500 H.02.05 09/17/15 PAGE 8
<< Open >>

38

81 CENTER UNIFIED SCHOOL DIST.
09-17-15

ACCOUNTS PAYABLE PRELIST
BATCH: 0022 9-17-15
FUND : 01 GENERAL FUND

J10678 APYS00 H.02.05 09/17/15 PAGE 9
<< 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 | | | | |
| 011822/00 | OLARIU, STEFAN | | | | | | |
| 886 PO-160780 | 09/17/2015 | TRIP 656 | 1 01-0000-0-5800-112-0000-3600-007-000 NN P | | 15.00 | 15.00 | |
| TOTAL PAYMENT AMOUNT | | | 15.00 * | | | 15.00 | |
| 019252/00 | PEARSON EDUCATION INC. | | | | | | |
| 578 PO-160509 | 09/17/2015 | 10338402 | 1 01-6500-0-4300-102-5770-1110-002-000 NN P | | 337.21 | 337.21 | |
| 578 PO-160509 | 09/17/2015 | 10348021 | 1 01-6500-0-4300-102-5770-1110-002-000 NN F | | 49.51 | 47.88 | |
| TOTAL PAYMENT AMOUNT | | | 385.09 * | | | 385.09 | |
| 014069/00 | PLATT ELECTRIC SUPPLY INC | | | | | | |
| 45 PO-160047 | 09/17/2015 | H568433 | 1 01-8150-0-4300-106-0000-8110-007-000 NN P | | 98.73 | 98.73 | |
| 45 PO-160047 | 09/17/2015 | H610665 | 1 01-8150-0-4300-106-0000-8110-007-000 NN P | | 101.21 | 101.21 | |
| 45 PO-160047 | 09/17/2015 | H626749 | 1 01-8150-0-4300-106-0000-8110-007-000 NN P | | 43.92 | 43.92 | |
| 45 PO-160047 | 09/17/2015 | H622657 | 1 01-8150-0-4300-106-0000-8110-007-000 NN P | | 152.63 | 152.63 | |
| 45 PO-160047 | 09/17/2015 | H647657 | 1 01-8150-0-4300-106-0000-8110-007-000 NN P | | 446.76 | 446.76 | |
| 908 PO-160796 | 09/17/2015 | H673537 | 1 01-0000-0-4300-111-0000-8200-007-000 NN F | | 5,832.00 | 5,832.00 | |
| TOTAL PAYMENT AMOUNT | | | 6,675.25 * | | | 6,675.25 | |
| 017245/00 | PRECISION DATA PRODUCTS INC. | | | | | | |
| 619 PO-160620 | 09/17/2015 | 1718 | 1 01-6500-0-4300-102-5770-1110-002-000 NN F | | 62.88 | 68.38 | |
| TOTAL PAYMENT AMOUNT | | | 68.38 * | | | 68.38 | |
| 010445/00 | PRO-ED INC. | | | | | | |
| 711 PO-160635 | 09/17/2015 | 2335066 | 1 01-6500-0-4300-102-5770-1110-002-000 NN F | | 54.59 | 48.35 | |
| TOTAL PAYMENT AMOUNT | | | 48.35 * | | | 48.35 | |
| 018492/00 | PROTECH PROJECTION SYSTEMS INC | | | | | | |
| 693 PO-160618 | 09/17/2015 | 13658 | 1 01-0000-0-4400-472-1224-1000-014-000 YN F | | 1,603.80 | 1,485.00 | |
| TOTAL PAYMENT AMOUNT | | | 1,485.00 * | | | 1,485.00 | |
| TOTAL USE TAX AMOUNT | | | 118.80 | | | | |

81 CENTER UNIFIED SCHOOL DIST.
09-17-15

ACCOUNTS PAYABLE PRELIST
BATCH: 0022 9-17-15
FUND : 01 GENERAL FUND

J10678 APY500 H.02.05 09/17/15 PAGE 10
<< 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 | | |
| 021194/00 | | PRUDENTIAL OVERALL SUPPLY INC | | | | | |
| 119 PO-160114 | 09/17/2015 | 180225640 | 1 | 01-0000-0-5600-112-0000-3600-007-000 | NN P | 60.99 | 60.99 |
| 119 PO-160114 | 09/17/2015 | 180225024 | 1 | 01-0000-0-5600-112-0000-3600-007-000 | NN P | 60.99 | 60.99 |
| TOTAL PAYMENT AMOUNT | | | | | | 121.98 * | 121.98 |
| 017657/00 | | RENAISSANCE LEARNING INC. | | | | | |
| 683 PO-160609 | 09/17/2015 | INV4195695 | 1 | 01-6300-0-5800-371-1110-1000-012-000 | NN F | 7,595.25 | 7,595.25 |
| TOTAL PAYMENT AMOUNT | | | | | | 7,595.25 * | 7,595.25 |
| 010552/00 | | SAC VAL JANITORIAL | | | | | |
| 69 PO-160068 | 09/17/2015 | 10153479 | 1 | 01-0000-0-9320-000-0000-0000-000-000 | NN P | 135.26 | 135.26 |
| TOTAL PAYMENT AMOUNT | | | | | | 135.26 * | 135.26 |
| 014493/00 | | SACRAMENTO EDUCATIONAL CABLE | | | | | |
| 914 PO-160800 | 09/17/2015 | #970 | 1 | 01-0000-0-5800-115-0000-7700-007-000 | NN F | 2,447.82 | 2,447.82 |
| TOTAL PAYMENT AMOUNT | | | | | | 2,447.82 * | 2,447.82 |
| 013973/00 | | SAMBA SAFETY | | | | | |
| 114 PO-160109 | 09/17/2015 | 6137-201508 | 1 | 01-0000-0-5800-112-0000-3600-007-000 | NN P | 61.16 | 61.16 |
| TOTAL PAYMENT AMOUNT | | | | | | 61.16 * | 61.16 |
| 015962/00 | | SCHMIEDER, KRIS | | | | | |
| 857 PO-160753 | 09/17/2015 | REIMB | 1 | 01-0000-0-4300-240-1110-1000-011-000 | NN F | 159.50 | 159.50 |
| TOTAL PAYMENT AMOUNT | | | | | | 159.50 * | 159.50 |
| 013910/00 | | SHIELDS HARPER & CO. | | | | | |
| 898 PO-160791 | 09/17/2015 | 672894 | 1 | 01-0000-0-4300-112-0000-3600-007-000 | NN P | 218.47 | 218.47 |
| TOTAL PAYMENT AMOUNT | | | | | | 218.47 * | 218.47 |

J10678 APY500 H.02.05 09/17/15 PAGE 11
 << 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 |
| 020252/00 | STAPLES ADVANTAGE | | | | |
| 345 PO-160318 | 09/17/2015 | 3274493206 | 1 01-0000-0-4300-472-1224-1000-014-000 NN P | | 182.45 182.45 |
| 345 PO-160318 | 09/17/2015 | 3276892783 | 1 01-0000-0-4300-472-1224-1000-014-000 NN P | | 0.00 0.00 |
| 345 PO-160318 | 09/17/2015 | 3274564808 | 1 01-0000-0-4300-472-1224-1000-014-000 NN P | | 47.17 47.17 |
| 345 PO-160318 | 09/17/2015 | 3274493207 | 1 01-0000-0-4300-472-1224-1000-014-000 NN F | | 99.00 18.12 |
| | | | TOTAL PAYMENT AMOUNT | 247.74 * | 247.74 |
| 020125/00 | STARRETT, JEFF | | | | |
| 915 PO-160808 | 09/17/2015 | REIMB | 1 01-0000-0-4300-236-1110-1000-009-000 NN F | | 45.93 45.93 |
| | | | TOTAL PAYMENT AMOUNT | 45.93 * | 45.93 |
| 022031/00 | TEACHER DIRECT | | | | |
| 600 PO-160536 | 09/17/2015 | P460513200022 | 2 01-0000-0-4300-240-1110-1000-011-000 NN F | | 62.01 20.00 |
| 600 PO-160536 | 09/17/2015 | P460513200022 | 1 01-6300-0-4300-240-1110-1000-011-000 NN F | | 45.86 22.46 |
| | | | TOTAL PAYMENT AMOUNT | 42.46 * | 42.46 |
| 017285/00 | TEACHER INNOVATIONS INC | | | | |
| 897 PO-160804 | 09/17/2015 | 318128 | 1 01-0000-0-5800-234-1110-1000-008-000 NN F | | 32.40 32.40 |
| | | | TOTAL PAYMENT AMOUNT | 32.40 * | 32.40 |
| 019164/00 | THE ENGLISH LEARNER GROUP | | | | |
| 813 PO-160725 | 09/17/2015 | PRESENT 8/27 | 1 01-4035-0-5800-103-4760-1000-003-000 NN F | | 1,500.00 1,500.00 |
| | | | TOTAL PAYMENT AMOUNT | 1,500.00 * | 1,500.00 |
| 018567/00 | TRULITE GLASS & ALUMINUM SOL. | | | | |
| 70 PO-160069 | 09/17/2015 | 131431 | 1 01-8150-0-4300-106-0000-8110-007-000 NN P | | 434.48 434.48 |
| | | | TOTAL PAYMENT AMOUNT | 434.48 * | 434.48 |
| 016370/00 | TWIN RIVERS UNIFIED SCH DIST | | | | |
| 929 PO-160811 | 09/17/2015 | 160270 | 1 01-0000-0-5801-105-0000-8300-005-000 NN P | | 35,499.99 35,499.99 |
| | | | TOTAL PAYMENT AMOUNT | 35,499.99 * | 35,499.99 |

81 CENTER UNIFIED SCHOOL DIST.
09-17-15

ACCOUNTS PAYABLE PRELIST
BATCH: 0022 9-17-15
FUND : 01 GENERAL FUND

J10678 APY500 H.02.05 09/17/15 PAGE 12
<< 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 |
| 015191/00 | | WACHOB, CYNTHIA | | | | | | | |
| 352 PO-160325 | 09/17/2015 | AUGUST MILEAGE | | 1 | 01-6500-0-5210-102-5060-2110-002-000 | NN P | | | 77.63 77.63 |
| | | | | TOTAL PAYMENT AMOUNT | | | | | 77.63 * |
| 015345/00 | | WALL 2 WALL FLOORING | | | | | | | |
| 895 PO-160789 | 09/17/2015 | 61541 | | 1 | 01-8150-0-5800-106-0000-8110-007-000 | NN F | | | 600.00 600.00 |
| | | | | TOTAL PAYMENT AMOUNT | | | | | 600.00 * |
| 017410/00 | | WILSON, KARRI | | | | | | | |
| 891 PO-160787 | 09/17/2015 | REIMB SUPPLIES | | 1 | 01-6500-0-4300-102-5001-2700-002-000 | NN F | | | 15.71 15.71 |
| | | | | TOTAL PAYMENT AMOUNT | | | | | 15.71 * |
| 014397/00 | | WORKABILITY REGION 4 | | | | | | | |
| 872 PO-160769 | 09/17/2015 | REGIST S. PACHECO | | 1 | 01-6520-0-5200-472-5770-1110-003-000 | NN F | | | 190.00 190.00 |
| | | | | TOTAL PAYMENT AMOUNT | | | | | 190.00 * |
| 020026/00 | | WORTHINGTON DIRECT | | | | | | | |
| 358 PO-160330 | 09/17/2015 | 610579-CEN | | 1 | 01-0000-0-4300-472-0000-2700-014-000 | NN F | | | 200.47 190.47 |
| | | | | TOTAL PAYMENT AMOUNT | | | | | 190.47 * |
| | | | | TOTAL FUND PAYMENT | | | | | 115,216.29 ** |
| | | | | TOTAL USE TAX AMOUNT | | | | | 130.88 |

J10678 APY500 H.02.05 09/17/15 PAGE 13
<< Open >>

43

81 CENTER UNIFIED SCHOOL DIST.
09-17-15

ACCOUNTS PAYABLE PRELIST
BATCH: 0022 9-17-15
FUND : 13 CAFETERIA FUND

J10678 APY500 H.02.05 09/17/15 PAGE 14
<< Open >>

| Vendor/Addr | Remit name | Description | Tax ID num | Deposit type | ABA num | Account num | Liq Amt | Net Amount |
|---------------|-------------------------------|-------------|------------|---|----------------|-------------|-----------|------------|
| Req Reference | Date | | | FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP | | | | |
| 019834/00 | BERKELEY FARMS INC | | | | | | | |
| 132 PO-160126 | 09/17/2015 | 1098018 | | 1 13-5310-0-4700-108-0000-3700-007-000 NN P | | | 5,119.47 | 5,119.47 |
| | | | | TOTAL PAYMENT AMOUNT | 5,119.47 * | | | 5,119.47 |
| 011602/00 | DANIELSEN CO., THE | | | | | | | |
| 128 PO-160122 | 09/17/2015 | 82641 | | 2 13-5310-0-4300-108-0000-3700-007-000 NN P | | | 73.50 | 73.50 |
| 128 PO-160122 | 09/17/2015 | 82641 | | 1 13-5310-0-4700-108-0000-3700-007-000 NN P | | | 7,155.84 | 7,155.84 |
| | | | | TOTAL PAYMENT AMOUNT | 7,229.34 * | | | 7,229.34 |
| 017730/00 | HARRIS COMPUTER SYSTEMS | | | | | | | |
| 142 PO-160135 | 09/17/2015 | XT0017018 | | 1 13-5310-0-5800-108-0000-3700-007-000 NN P | | | 162.00 | 162.00 |
| 142 PO-160135 | 09/17/2015 | MN00087260 | | 1 13-5310-0-5800-108-0000-3700-007-000 NN P | | | 12,290.41 | 12,290.41 |
| | | | | TOTAL PAYMENT AMOUNT | 12,452.41 * | | | 12,452.41 |
| 022464/00 | KASEY, LAURA | | | | | | | |
| 901 PO-160805 | 09/17/2015 | REIMB | | 1 13-5310-0-4300-108-0000-3700-007-000 NN F | | | 196.45 | 196.45 |
| | | | | TOTAL PAYMENT AMOUNT | 196.45 * | | | 196.45 |
| 021194/00 | PRUDENTIAL OVERALL SUPPLY INC | | | | | | | |
| 136 PO-160129 | 09/17/2015 | 180225639 | | 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 | 09/17/2015 | 5190951214 | | 1 13-5310-0-4700-108-0000-3700-007-000 NN P | | | 116.68 | 116.68 |
| | | | | TOTAL PAYMENT AMOUNT | 116.68 * | | | 116.68 |
| 011422/00 | SYSCO OF SAN FRANCISCO | | | | | | | |
| 129 PO-160123 | 09/17/2015 | 509129001 | | 1 13-5310-0-4700-108-0000-3700-007-000 NN P | | | 193.80 | 193.80 |
| | | | | TOTAL PAYMENT AMOUNT | 193.80 * | | | 193.80 |
| | | | | TOTAL FUND PAYMENT | 25,381.54 ** | | | 25,381.54 |
| | | | | TOTAL BATCH PAYMENT | 140,617.27 *** | 0.00 | | 140,617.27 |
| | | | | TOTAL USE TAX AMOUNT | 130.88 | | | |

81 CENTER UNIFIED SCHOOL DIST.
09-17-15

ACCOUNTS PAYABLE PRELIST
BATCH: 0022 9-17-15
FUND : 13 CAFETERIA FUND

J10678 APY500 H.02.05 09/17/15 PAGE 15
<< Open >>

| 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 |
|------------------------------|--------------------|-------------|--------------------------|------------------------------------|-----------------------------------|-------------|---------|------------|
| | | | TOTAL DISTRICT PAYMENT | | 140,617.27 **** | | 0.00 | 140,617.27 |
| | | | TOTAL USE TAX AMOUNT | | 130.88 | | | |
| | | | TOTAL FOR ALL DISTRICTS: | | 140,617.27 **** | | 0.00 | 140,617.27 |
| | | | TOTAL USE TAX AMOUNT | | 130.88 | | | |

Number of warrants to be printed: 83, not counting voids due to stub overflows.

81 CENTER UNIFIED SCHOOL DIST.
09-23-15

ACCOUNTS PAYABLE PRELIST

J10881 APY500 H.02.05 09/23/15 PAGE 0

Batch status: A All

From batch: 0023

To batch: 0023

Include Revolving Cash: Y

Include Address: N

81 CENTER UNIFIED SCHOOL DIST.
09-23-15

ACCOUNTS PAYABLE PRELIST
BATCH: 0023 09-23-15
FUND : 01 GENERAL FUND

J10881 APY500 H.02.05 09/23/15 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 | | | |
| 010002/00 | ALDAR ACADEMY | | | | | | | |
| 948 PO-160836 | 09/23/2015 | JULY | 1 | 01-6500-0-5800-102-5750-1180-002-000 | NN P | 3,189.56 | 3,189.56 | |
| 948 PO-160836 | 09/23/2015 | AUGUST | 1 | 01-6500-0-5800-102-5750-1180-002-000 | NN P | 434.94 | 434.94 | |
| TOTAL PAYMENT AMOUNT | | | | | | 3,624.50 * | 3,624.50 | |
| 010669/00 | ALHAMBRA & SIERRA SPRINGS | | | | | | | |
| 420 PO-160427 | 09/23/2015 | 14871405091115 | 1 | 01-6500-0-4300-102-5001-2700-002-000 | NN P | 50.47 | 50.47 | |
| TOTAL PAYMENT AMOUNT | | | | | | 50.47 * | 50.47 | |
| 019769/00 | AMERICAN EXPRESS | | | | | | | |
| 880 PO-160776 | 09/23/2015 | 0-03000 | 1 | 01-0000-0-4300-101-0000-7150-002-000 | NN F | 96.12 | 96.12 | |
| TOTAL PAYMENT AMOUNT | | | | | | 96.12 * | 96.12 | |
| 017075/00 | AMERICAN RIVER SPEECH INC. | | | | | | | |
| 950 PO-160838 | 09/23/2015 | AUGUST | 1 | 01-6500-0-5800-102-5750-1180-002-000 | NN P | 4,339.25 | 4,339.25 | |
| 950 PO-160838 | 09/23/2015 | AUG | 1 | 01-6500-0-5800-102-5750-1180-002-000 | NN P | 340.00 | 340.00 | |
| TOTAL PAYMENT AMOUNT | | | | | | 4,679.25 * | 4,679.25 | |
| 016224/00 | AMY ROENSPIE BCBA | | | | | | | |
| 648 PO-160576 | 09/23/2015 | #3 | 1 | 01-6500-0-5800-102-5750-1180-002-000 | NN P | 2,491.50 | 2,491.50 | |
| TOTAL PAYMENT AMOUNT | | | | | | 2,491.50 * | 2,491.50 | |
| 019210/00 | ANDREWS, JULIE | | | | | | | |
| 934 PO-160823 | 09/23/2015 | REIMB | 1 | 01-3010-0-4300-371-1110-1000-012-000 | NN F | 31.85 | 31.85 | |
| TOTAL PAYMENT AMOUNT | | | | | | 31.85 * | 31.85 | |
| 018533/00 | ATKINSON ANDELSON LOYA RUDD | | | | | | | |
| 655 PO-160582 | 09/23/2015 | 482369 | 1 | 01-0000-0-5804-105-0000-7200-005-000 | NE P | 10,220.70 | 10,220.70 | |
| TOTAL PAYMENT AMOUNT | | | | | | 10,220.70 * | 10,220.70 | |

81 CENTER UNIFIED SCHOOL DIST.
09-23-15

ACCOUNTS PAYABLE PRELIST
BATCH: 0023 09-23-15
FUND : 01 GENERAL FUND

J10881 APY500 H.02.05 09/23/15 PAGE 2
<< Open >>

| Vendor/Addr | Remit name | Description | Tax ID num | Deposit type | ABA num | Account num | Liq Amt | Net Amount |
|----------------------|------------------------------|------------------|------------|---|---------|-------------|------------|------------|
| Req Reference | Date | | | FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP | | | | |
| 019500/00 | AVID CENTER | | | | | | | |
| 939 PO-160827 | 09/23/2015 | 98165 | | 1 01-3010-0-5800-371-1110-1000-012-000 NN F | | | 525.00 | 525.00 |
| TOTAL PAYMENT AMOUNT | | | | | | | 525.00 * | 525.00 |
| 021669/00 | BAIONI, RON | | | | | | | |
| 944 PO-160832 | 09/23/2015 | REIMB | | 1 01-3010-0-4300-371-1110-1000-012-000 NN F | | | 19.98 | 19.98 |
| 946 PO-160834 | 09/23/2015 | REIMB | | 1 01-3010-0-4300-371-1110-1000-012-000 NN F | | | 138.77 | 138.77 |
| 947 PO-160835 | 09/23/2015 | REIMB | | 1 01-3010-0-5800-371-1110-1000-012-000 NN F | | | 31.14 | 31.14 |
| TOTAL PAYMENT AMOUNT | | | | | | | 189.89 * | 189.89 |
| 014789/00 | BISHO, VERNON | | | | | | | |
| 924 PO-160819 | 09/23/2015 | REIMB | | 1 01-7220-0-4300-472-1110-1000-014-000 NN F | | | 122.51 | 122.51 |
| TOTAL PAYMENT AMOUNT | | | | | | | 122.51 * | 122.51 |
| 020540/00 | CALIFORNIA AMERICAN WATER CO | | | | | | | |
| 161 PO-160147 | 09/23/2015 | 1015210019694541 | | 1 01-0000-0-5540-106-0000-8110-007-000 NN P | | | 162.75 | 162.75 |
| 161 PO-160147 | 09/23/2015 | 210020037919 | | 1 01-0000-0-5540-106-0000-8110-007-000 NN P | | | 1,808.00 | 1,808.00 |
| 161 PO-160147 | 09/23/2015 | 210020956980 | | 1 01-0000-0-5540-106-0000-8110-007-000 NN P | | | 3,870.36 | 3,870.36 |
| 161 PO-160147 | 09/23/2015 | 210021268303 | | 1 01-0000-0-5540-106-0000-8110-007-000 NN P | | | 444.05 | 444.05 |
| 161 PO-160147 | 09/23/2015 | 210019904293 | | 1 01-0000-0-5540-106-0000-8110-007-000 NN P | | | 353.64 | 353.64 |
| 161 PO-160147 | 09/23/2015 | 210019904460 | | 1 01-0000-0-5540-106-0000-8110-007-000 NN P | | | 351.57 | 351.57 |
| 161 PO-160147 | 09/23/2015 | 210019694008 | | 1 01-0000-0-5540-106-0000-8110-007-000 NN P | | | 160.38 | 160.38 |
| 161 PO-160147 | 09/23/2015 | 210019695353 | | 1 01-0000-0-5540-106-0000-8110-007-000 NN P | | | 160.38 | 160.38 |
| 161 PO-160147 | 09/23/2015 | 210021268389 | | 1 01-0000-0-5540-106-0000-8110-007-000 NN P | | | 160.38 | 160.38 |
| TOTAL PAYMENT AMOUNT | | | | | | | 7,471.51 * | 7,471.51 |
| 019750/00 | CAPITAL PROGRAM MGMT INC | | | | | | | |
| 556 PO-160501 | 09/23/2015 | #8 | | 1 01-6230-0-5800-106-9623-8500-007-000 NN P | | | 1,405.25 | 1,405.25 |
| TOTAL PAYMENT AMOUNT | | | | | | | 1,405.25 * | 1,405.25 |
| 021036/00 | CCHAT CENTER | | | | | | | |
| 951 PO-160839 | 09/23/2015 | CENTER8-15 | | 1 01-6500-0-5800-102-5750-1180-002-000 NN P | | | 636.10 | 636.10 |
| TOTAL PAYMENT AMOUNT | | | | | | | 636.10 * | 636.10 |

81 CENTER UNIFIED SCHOOL DIST.
09-23-15

ACCOUNTS PAYABLE PRELIST
BATCH: 0023 09-23-15
FUND : 01 GENERAL FUND

J10881 APY500 H.02.05 09/23/15 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 | | | | | |
| 020305/00 | CDW GOVERNMENT INC. | | | | | | | |
| 612 PO-160704 | 09/23/2015 | XX42399 | 1 01-0000-0-4300-234-1110-1000-008-000 NN F | | | 99.26 | 95.55 | |
| 817 PO-160714 | 09/23/2015 | XX306976 | 1 01-6500-0-4300-102-5001-2700-002-000 NN F | | | 14.29 | 14.29 | |
| TOTAL PAYMENT AMOUNT | | | 109.84 * | | | | 109.84 | |
| 022384/00 | CHAMBERLAIN, DENAE | | | | | | | |
| 920 PO-160816 | 09/23/2015 | REIMB | 1 01-0000-0-4300-240-1110-1000-011-000 NN F | | | 59.98 | 59.98 | |
| TOTAL PAYMENT AMOUNT | | | 59.98 * | | | | 59.98 | |
| 013928/00 | CINTAS LOCATION 622 | | | | | | | |
| 189 PO-160177 | 09/23/2015 | 622559284 | 1 01-0000-0-5800-111-0000-8200-007-000 NN P | | | 430.89 | 430.89 | |
| 189 PO-160177 | 09/23/2015 | 622559283 | 1 01-0000-0-5800-111-0000-8200-007-000 NN P | | | 160.84 | 160.84 | |
| TOTAL PAYMENT AMOUNT | | | 591.73 * | | | | 591.73 | |
| 021813/00 | CONSOLIDATED COMMUNICATIONS | | | | | | | |
| 150 PO-160137 | 09/23/2015 | 916-733-74131/0 | 1 01-0000-0-5902-106-0000-8110-007-000 NN P | | | 302.31 | 302.31 | |
| TOTAL PAYMENT AMOUNT | | | 302.31 * | | | | 302.31 | |
| 021477/00 | CUMMINGS, CATHY | | | | | | | |
| 922 PO-160817 | 09/23/2015 | MILEAGE | 1 01-3550-0-5211-472-1110-1000-014-000 NN F | | | 53.82 | 53.82 | |
| TOTAL PAYMENT AMOUNT | | | 53.82 * | | | | 53.82 | |
| 015718/00 | CUSTOM BENEFIT ADMINISTRATORS | | | | | | | |
| PV-161019 | 09/23/2015 | SEPTEMBER30 | 01-0000-0-9552-000-0000-0000-000-000 NN | | | | 3,867.80 | |
| TOTAL PAYMENT AMOUNT | | | 3,867.80 * | | | | 3,867.80 | |
| 014731/00 | DAVENPORT, LARRY | | | | | | | |
| 923 PO-160818 | 09/23/2015 | MILEAGE | 1 01-3550-0-5211-472-1110-1000-014-000 NN F | | | 53.82 | 53.82 | |
| TOTAL PAYMENT AMOUNT | | | 53.82 * | | | | 53.82 | |

J10881 APY500 H.02.05 09/23/15 PAGE 4
 << Open >>

50

81 CENTER UNIFIED SCHOOL DIST.
09-23-15

ACCOUNTS PAYABLE PRELIST
BATCH: 0023 09-23-15
FUND : 01 GENERAL FUND

J10881 APY500 H.02.05 09/23/15 PAGE 5
<< Open >>

| 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 |
|------------------------------|--------------------------------|--------------------------|------------|---|---------|-------------|----------|------------|
| 022230/00 | MANAGED HEALTH NETWORK | | 953817988 | | | | | |
| 38 PO-160035 | 09/23/2015 | 3200072458 | | 1 01-0000-0-3401-100-1110-1000-000-000 NN P | | | 1,195.48 | 1,195.48 |
| | | | | TOTAL PAYMENT AMOUNT | | 1,195.48 * | | 1,195.48 |
| 021692/00 | MONOPRICE INC | | | | | | | |
| 401 PO-160369 | 09/23/2015 | 1273802 | | 1 01-0000-0-4400-236-1110-1000-009-000 NN F | | | 599.05 | 603.87 |
| | | | | TOTAL PAYMENT AMOUNT | | 603.87 * | | 603.87 |
| 022132/00 | MUSICK8.COM | | | | | | | |
| 671 PO-160604 | 09/23/2015 | 16-007451 | | 1 01-6300-0-4200-371-1110-1000-012-000 YN F | | | 353.33 | 329.34 |
| | | | | TOTAL PAYMENT AMOUNT | | 329.34 * | | 329.34 |
| | | | | TOTAL USE TAX AMOUNT | | 26.35 | | |
| 015829/00 | MYERS, DAVE | | | | | | | |
| 943 PO-160831 | 09/23/2015 | REIMB | | 1 01-0000-0-4300-371-0000-2700-012-000 NN F | | | 34.94 | 34.94 |
| | | | | TOTAL PAYMENT AMOUNT | | 34.94 * | | 34.94 |
| 019191/00 | NATIONAL SCIENCE TEACHER CONV. | | | | | | | |
| 798 PO-160707 | 09/23/2015 | 3125529 | | 1 01-3010-0-5200-371-1110-1000-012-000 NN F | | | 1,005.00 | 1,005.00 |
| | | | | TOTAL PAYMENT AMOUNT | | 1,005.00 * | | 1,005.00 |
| 019837/00 | O'CONNOR, MARGARITA | | | | | | | |
| 965 PO-160849 | 09/23/2015 | REIMB | | 1 01-6300-0-4300-240-1110-1000-011-000 NN F | | | 89.53 | 89.53 |
| | | | | TOTAL PAYMENT AMOUNT | | 89.53 * | | 89.53 |
| 017576/00 | OFFICE DEPOT/BUS.SERVICES DIV | | | | | | | |
| 280 PO-160260 | 09/23/2015 | 783266817002-CREDIT | | 1 01-3010-0-4300-371-1110-1000-012-000 NN P | | | 0.00 | 0.00 |
| 280 PO-160260 | 09/23/2015 | 783266817001 | | 1 01-3010-0-4300-371-1110-1000-012-000 NN F | | | 176.80 | 176.80 |
| 280 PO-160260 | 09/23/2015 | 783266818001,78972733001 | | 2 01-6300-0-4300-371-1110-1000-012-000 NN F | | | 399.80 | 339.55 |
| 429 PO-160428 | 09/23/2015 | 786065576001 | | 1 01-6500-0-4300-102-5770-1120-002-000 NN P | | | 0.00 | 0.00 |
| 429 PO-160428 | 09/23/2015 | 786447127001 | | 1 01-6500-0-4300-102-5770-1120-002-000 NN P | | | 0.00 | 0.00 |
| 429 PO-160428 | 09/23/2015 | 786080126001 | | 1 01-6500-0-4300-102-5770-1120-002-000 NN P | | | 166.64 | 166.64 |
| 429 PO-160428 | 09/23/2015 | 786080129001 | | 1 01-6500-0-4300-102-5770-1120-002-000 NN F | | | 129.78 | 27.65 |
| 873 PO-160770 | 09/23/2015 | 794285699001 | | 1 01-6500-0-4300-102-5770-1110-002-000 NN F | | | 69.10 | 69.10 |

81 CENTER UNIFIED SCHOOL DIST.
09-23-15

ACCOUNTS PAYABLE PRELIST
BATCH: 0023 09-23-15
FUND : 01 GENERAL FUND

J10881 APY500 H.02.05 09/23/15 PAGE 6
<< 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 | | | | 779.74 * | | | 779.74 |
| 011822/00 OLARIU, STEFAN | | | | | | | |
| 886 PO-160780 | 09/23/2015 | TRIP 672 | 1 01-0000-0-5800-112-0000-3600-007-000 NN P | | | 9.24 | 9.24 |
| 886 PO-160780 | 09/23/2015 | TRIP682 | 1 01-0000-0-5800-112-0000-3600-007-000 NN P | | | 12.95 | 12.95 |
| 886 PO-160780 | 09/23/2015 | TRIP 700 | 1 01-0000-0-5800-112-0000-3600-007-000 NN P | | | 10.96 | 10.96 |
| TOTAL PAYMENT AMOUNT | | | | 33.15 * | | | 33.15 |
| 014358/00 OFFER, JULIE | | | | | | | |
| 918 PO-160815 | 09/23/2015 | REIMB | 2 01-3010-0-4300-240-1110-1000-011-000 NN F | | | 42.83 | 42.83 |
| 918 PO-160815 | 09/23/2015 | REIMB SUPPLIES | 1 01-6300-0-4300-240-1110-1000-011-000 NN F | | | 12.90 | 12.90 |
| TOTAL PAYMENT AMOUNT | | | | 55.73 * | | | 55.73 |
| 020981/00 SAVE MART SUPERMARKETS | | | | | | | |
| 179 PO-160162 | 09/23/2015 | 2295962 | 1 01-0000-0-4300-120-0000-7110-001-000 NN P | | | 8.38 | 8.38 |
| TOTAL PAYMENT AMOUNT | | | | 8.38 * | | | 8.38 |
| 017234/00 SCHIRO, BONNIE | | | | | | | |
| 925 PO-160820 | 09/23/2015 | REIMB | 1 01-0000-0-4300-472-0000-2700-014-000 NN F | | | 23.71 | 23.71 |
| TOTAL PAYMENT AMOUNT | | | | 23.71 * | | | 23.71 |
| 018297/00 SCHOOL SERVICES OF CALIFORNIA | | | | | | | |
| PV-161018 | 09/21/2015 | W086375-IN BAL | 01-0000-0-5200-105-0000-7200-005-000 NN | | | | 155.00 |
| TOTAL PAYMENT AMOUNT | | | | 155.00 * | | | 155.00 |
| 014786/00 SCHOOL SPECIALTY | | | | | | | |
| 577 PO-160508 | 09/23/2015 | 308102324646 | 1 01-6500-0-4300-102-5750-1110-002-000 NN F | | | 398.93 | 398.93 |
| TOTAL PAYMENT AMOUNT | | | | 398.93 * | | | 398.93 |
| 021452/00 SLAY, JENNIFER | | | | | | | |
| 940 PO-160828 | 09/23/2015 | REIMB SUPPLIES | 1 01-6300-0-4300-371-1110-1000-012-000 NN F | | | 65.73 | 65.73 |
| TOTAL PAYMENT AMOUNT | | | | 65.73 * | | | 65.73 |

81 CENTER UNIFIED SCHOOL DIST.
09-23-15

ACCOUNTS PAYABLE PRELIST
BATCH: 0023 09-23-15
FUND : 01 GENERAL FUND

J10881 APY500 H.02.05 09/23/15 PAGE 7
<< 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 | | | | | |
| 020252/00 | STAPLES ADVANTAGE | | | | | | | |
| 773 PO-160685 | 09/23/2015 | 3277458185 | 1 01-0000-0-4300-472-9769-1000-014-000 NN F | | | 165.77 | 165.77 | |
| 779 PO-160689 | 09/23/2015 | 3277458186 | 1 01-0000-0-4300-472-0000-2700-014-000 NN F | | | 56.25 | 56.25 | |
| TOTAL PAYMENT AMOUNT | | | 222.02 * | | | | 222.02 | |
| 019472/00 | THE NYHART COMPANY | | | | | | | |
| 459 PO-160411 | 09/23/2015 | 0114690 | 1 01-0000-0-5800-105-0000-7200-005-000 NN F | | | 6,600.00 | 6,600.00 | |
| TOTAL PAYMENT AMOUNT | | | 6,600.00 * | | | | 6,600.00 | |
| 015018/00 | VERHOVETCHI, VEACESLAV | | | | | | | |
| 257 PO-160241 | 09/23/2015 | trip 699 | 1 01-0000-0-4300-112-0000-3600-007-000 NN P | | | 12.47 | 12.47 | |
| 257 PO-160241 | 09/23/2015 | TRIP 707 | 1 01-0000-0-4300-112-0000-3600-007-000 NN P | | | 12.78 | 12.78 | |
| 257 PO-160241 | 09/23/2015 | TRIP 708 | 1 01-0000-0-4300-112-0000-3600-007-000 NN P | | | 13.20 | 13.20 | |
| TOTAL PAYMENT AMOUNT | | | 38.45 * | | | | 38.45 | |
| 022221/00 | WESTERN HEALTH ADVANTAGE | | | | | | | |
| PV-161020 | 09/23/2015 | OCTOBER | 01-0000-0-9552-000-0000-0000-000-000 NN | | | | 111,572.56 | |
| TOTAL PAYMENT AMOUNT | | | 111,572.56 * | | | | 111,572.56 | |
| 017313/00 | XEROX | | | | | | | |
| 818 PO-160715 | 09/23/2015 | 7149057-001 | 1 01-0000-0-5800-115-9790-8200-007-000 NN P | | | 34,676.05 | 34,676.05 | |
| TOTAL PAYMENT AMOUNT | | | 34,676.05 * | | | | 34,676.05 | |
| TOTAL FUND PAYMENT | | | 367,924.37 ** | | | | 367,924.37 | |
| TOTAL USE TAX AMOUNT | | | 26.35 | | | | | |

81 CENTER UNIFIED SCHOOL DIST.
09-23-15

ACCOUNTS PAYABLE PRELIST
BATCH: 0023 09-23-15
FUND : 11 ADULT EDUCATION FUND

J10881 APY500 H.02.05 09/23/15 PAGE 8
<< 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 | | | | |
| 016629/00 | ACORN MEDIA | | | | | | |
| 745 PO-160705 | 09/23/2015 | 00036138 | 1 11-0030-0-4300-601-4130-1000-017-000 | NY F | 219.01 | 219.01 | |
| TOTAL PAYMENT AMOUNT | | | | | 219.01 * | 219.01 | |
| 021816/00 | STAYTON, PATRICIA E. | | | | | | |
| 916 PO-160814 | 09/23/2015 | REIMB | 1 11-0030-0-4300-475-4130-1000-015-000 | NN F | 245.10 | 245.10 | |
| TOTAL PAYMENT AMOUNT | | | | | 245.10 * | 245.10 | |
| TOTAL FUND PAYMENT | | | | | 464.11 ** | 464.11 | |

| 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 |
| 011152/00 | BALL, DEE ANNA | | | | |
| 960 PO-160846 | 09/23/2015 | REFUND | 1 13-5310-0-8634-000-0000-0000-000 NN F | 31.00 | 31.00 |
| | | TOTAL PAYMENT AMOUNT | 31.00 * | | 31.00 |
| 016540/00 | BLOCK AND COMPANY INC | | | | |
| 815 PO-160713 | 09/23/2015 | 14280695 | 1 13-5310-0-4300-108-0000-3700-007-000 NN F | 210.60 | 210.60 |
| | | TOTAL PAYMENT AMOUNT | 210.60 * | | 210.60 |
| 011205/00 | CULTURE SHOCK YOGURT | | | | |
| 141 PO-160134 | 09/23/2015 | 3003 | 1 13-5310-0-4700-108-0000-3700-007-000 NN P | 214.00 | 214.00 |
| | | TOTAL PAYMENT AMOUNT | 214.00 * | | 214.00 |
| 022487/00 | ESCOBEDO, TIFFANY | | | | |
| 930 PO-160822 | 09/23/2015 | REFUND | 1 13-5310-0-8634-000-0000-0000-000 NN F | 18.50 | 18.50 |
| | | TOTAL PAYMENT AMOUNT | 18.50 * | | 18.50 |
| 021080/00 | GOLD STAR FOODS INC | [REDACTED] | | | |
| 130 PO-160124 | 09/23/2015 | 1437042-1050169 | 1 13-5310-0-4700-108-0000-3700-007-000 NN P | 3,731.66 | 3,731.66 |
| | | TOTAL PAYMENT AMOUNT | 3,731.66 * | | 3,731.66 |
| 017334/00 | SEVEN UP BOTTLING CO. OF S.F. | | | | |
| 134 PO-160128 | 09/23/2015 | 518975012 | 1 13-5310-0-4700-108-0000-3700-007-000 NN P | 403.20 | 403.20 |
| | | TOTAL PAYMENT AMOUNT | 403.20 * | | 403.20 |
| 020252/00 | STAPLES ADVANTAGE | | | | |
| 843 PO-160744 | 09/23/2015 | 3277527365 | 1 13-5310-0-4300-108-0000-3700-007-000 NN F | 144.26 | 144.26 |
| | | TOTAL PAYMENT AMOUNT | 144.26 * | | 144.26 |
| 016022/00 | TARABOCHIA, MICHAEL | | | | |
| 958 PO-160845 | 09/23/2015 | REFUND | 1 13-5310-0-8634-000-0000-0000-000 NN F | 6.50 | 6.50 |
| | | TOTAL PAYMENT AMOUNT | 6.50 * | | 6.50 |

J10881 APY500 H.02.05 09/23/15 PAGE 10
 << Open >>

Number of warrants to be printed: 57, not counting voids due to stub overflows.

Center Unified School District

AGENDA REQUEST FOR:

Dept./Site: Personnel and Student Services

Date: October 9, 2015

To: Board of Trustees

From: David Grimes *DEA*

Action Item X

Information Item

Attached Pages 3

SUBJECT: DISTRICT CALENDARS

Attached are proposed district calendars for the school years 2016-17, 2017-18, and 2018-19. The calendars were created in a manner that preserves the following priorities:

- a. maintaining a 10 month work year for 10 month employees (no June or July work days),
- b. maintaining the district's traditional October break,
- c. providing a relatively even split between the first and second semesters while also providing for first semester finals before Winter Break.

Recommend approval of District Calendars for the school years 2016-17, 2017-18, and 2018-19.



2016-2017 CENTER JOINT UNIFIED SCHOOL DISTRICT



2016

| JULY | | | | | | |
|------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 31 | | | | | | |

| AUGUST | | | | | | |
|--------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | | | |

| SEPTEMBER | | | | | | |
|-----------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | |

| OCTOBER | | | | | | |
|---------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

| NOVEMBER | | | | | | |
|----------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | | | |

| DECEMBER | | | | | | |
|----------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

2017

| JANUARY | | | | | | |
|---------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |

| FEBRUARY | | | | | | |
|----------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | | | | |

| MARCH | | | | | | |
|-------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 | |

| APRIL | | | | | | |
|-------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | | | | | | |

| MAY | | | | | | |
|-----|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | | | |

| JUNE | | | | | | |
|------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | |



Holiday



Teacher Work Day



School Day

CJUSD K-12 CALENDAR

www.centerusd.org

SY201617doc

180 attendance days:



2017-2018 CENTER JOINT UNIFIED SCHOOL DISTRICT



2017

| JULY | | | | | | |
|------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

| AUGUST | | | | | | |
|--------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 | | |

| SEPTEMBER | | | | | | |
|-----------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |

| OCTOBER | | | | | | |
|---------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |

| NOVEMBER | | | | | | |
|----------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | | |

| DECEMBER | | | | | | |
|----------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 31 | | | | | | |

2018

| JANUARY | | | | | | |
|---------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | | | |

| FEBRUARY | | | | | | |
|----------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | | | |

| MARCH | | | | | | |
|-------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

| APRIL | | | | | | |
|-------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | | | | | |

| MAY | | | | | | |
|-----|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 | | |

| JUNE | | | | | | |
|------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |



Holiday



Teacher Work Day



School Day

CJUSD K-12 CALENDAR

www.centerusd.org

SY201718doc

180 attendance days:



2018-2019 CENTER JOINT UNIFIED SCHOOL DISTRICT



2018

| JULY | | | | | | |
|------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |

| AUGUST | | | | | | |
|--------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 | |

| SEPTEMBER | | | | | | |
|-----------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | | | | | | |

| OCTOBER | | | | | | |
|---------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | | | |

| NOVEMBER | | | | | | |
|----------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | |

| DECEMBER | | | | | | |
|----------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

2019

| JANUARY | | | | | | |
|---------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 | | |

| FEBRUARY | | | | | | |
|----------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | | |

| MARCH | | | | | | |
|-------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 31 | | | | | | |

| APRIL | | | | | | |
|-------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | | | | |

| MAY | | | | | | |
|-----|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 | |

| JUNE | | | | | | |
|------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | | | | | | |



Holiday



Teacher Work Day



School Day

Center Joint Unified School District

| | |
|--|---|
| AGENDA REQUEST FOR: | |
| Dept./Site: Superintendent's Office | Action Item <u> X </u> |
| To: Board of Trustees | Information Item <u> </u> |
| Date: October 21, 2015 | # Attached Pages <u> </u> |
| From: Scott A. Loehr, Superintendent | |
| Principal/Administrator Initials: <u> </u> | |

SUBJECT: Second Reading: Board Policies/Regulations/Exhibits

| | |
|-------------------------------------|---|
| Replace BP/AR 5145.3 | Nondiscrimination/Harassment |
| Replace BP/AR 5145.7 | Sexual Harassment |
| Delete BP/AR 0420.1 | School-Based Program Coordination |
| Replace BP/AR 0440 | District Technology Plan |
| Replace AR 1220 | Citizen Advisory Committees |
| Replace BP/AR 3100 | Budget |
| Replace AR 4112.4/4212.4/4312.4 | Health Examinations |
| Replace AR 4112.5/4212.5/4312.5 | Criminal Record Check |
| Add E 4112.5/4212.5/4312.5 | Criminal Record Check |
| Delete AR/E 4112.62/4212.62/4312.62 | Maintenance of Criminal Offender Records |
| Delete AR 4117.4 | Dismissal |
| Replace BP/AR 4118 | Dismissal/Suspension/Disciplinary Action |
| Replace BP 4121 | Temporary/Substitute Personnel |
| Replace AR 4161.1/4361.1 | Personal Illness/Injury Leave |
| Replace AR 4161.2/4261.2/4361.2 | Personal Leaves |
| Replace AR 4261.1 | Personal Illness/Injury Leave |
| Replace BP/AR 5125 | Student Records |
| Replace AR 5141 | Health Care and Emergencies |
| Replace AR 5141.21 | Administering Medication and Monitoring Health Conditions |
| Replace AR 5141.3 | Health Examinations |
| Replace BP/AR 5141.4 | Child Abuse Prevention and Reporting |
| Replace BP/AR 5144.1 | Suspension and Expulsion/Due Process |
| Replace AR 6145.2 | Athletic Competition |
| Replace BP/AR 6158 | Independent Study |
| Replace AR 6162.51 | State Academic Achievement Tests |
| Replace AR 6173 | Education for Homeless Children |
| Replace BP 1250 | Visitors/Outsiders |
| Replace BP 3550 | Food Service/Child Nutrition Program |
| Replace BP 4030 | Nondiscrimination in Employment |
| Replace AR 5020 | Parent Rights and Responsibilities |
| Replace AR 5141.27 | Food Allergies/Special Dietary Needs |
| Replace AR 6159 | Individualized Education Program |
| Replace BB 9321 | Closed Session Purposes and Agendas |
| Replace E 0420.41 | Charter School Oversight |
| Replace BP/AR 0460 | Local Control and Accountability Plan |
| Delete BP/AR 0520.4 | Quality Education Investment Schools |
| Replace AR 1330 | Use of School Facilities |

| | | |
|---------------|----------------------|--|
| Replace BP | 3312 | Contracts |
| Replace AR | 3514.2 | Integrated Pest Management |
| Replace E | 4112.9/4212.9/4312.9 | Employee Notifications |
| Replace BP | 4143/4243 | Negotiations/Consultation |
| Replace BP/AR | 5111 | Admission |
| Replace BP | 5113.1 | Chronic Absence and Truancy |
| Add BP/AR | 5144.4 | Required Parental Attendance |
| Replace E | 5145.6 | Parental Notifications |
| Replace BP | 6170.1 | Transitional Kindergarten |
| Replace BP/AR | 6174 | Education for English Language Learners |
| Replace AR | 5125.1 | Release of Directory Information |
| Replace BP | 6172.1 | Concurrent Enrollment |
| Replace BB | 9223 | Filling Vacancies |
| Replace BP/AR | 0420 | School Plans/Site Councils |
| Replace BP/AR | 1312.3 | Uniform Complaint Procedures |
| Replace BP | 4040 | Employee Use of Technology |
| Delete AR | 4040 | Employee Use of Technology |
| Add E | 4040 | Employee Use of Technology |
| Replace BP | 4131 | Staff Development |
| Replace AR | 4161.8/4261.8/4361.8 | Family Care and Medical Leave |
| Replace BP | 4231 | Staff Development |
| Replace AR | 5121 | Grades/Evaluation of Student Achievement |
| Replace BP/AR | 5148 | Child Care and Development |
| Replace BP/AR | 5148.2 | Before/After School Programs |
| Replace BP/AR | 5148.3 | Preschool/Early Childhood Education |
| Replace BP | 6163.4 | Student Use of Technology |
| Delete AR | 6163.4 | Student Use of Technology |
| Add E | 6163.4 | Student Use of Technology |
| Replace BB | 9100 | Organization |
| Replace BP | 4133/4233/4333 | Travel; Reimbursement |
| Replace BP | 3350 | Travel; Reimbursement |

RECOMMENDATION: CJUSD Board of Trustees approve the second reading of presented policies/regulations/exhibits.

AGENDA ITEM: _____