

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, April 19, 2017 - 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. Public Employee Performance Evaluation (Certificated) - Superintendent (G.C.554957)
 2. Conference with Labor Negotiators, (Scott Loehr & David Grimes), Re: CSEA, CUTA, Certificated Management, Classified Management, and Confidential (G.C. §54957.6)
 3. 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 - Millennium Chaovong
 2. McClellan High School - Tristan Wallenmeyer
 3. Global Youth Charter School -

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 - Venessa Mason, President	
	2. CSEA - Marie Huggins, President	
	XI. REPORTS/PRESENTATIONS (8 minutes each)	Info
Student Serv	1. Williams Uniform Complaint Quarterly Reporting - David Grimes	
	XII. COMMITTEE UPDATES (8 minutes each)	Info
Facilities & Op.	1. Facilities Committee Update - Scott Loehr	
	XIII. COMMENTS FROM THE AUDIENCE REGARDING ITEMS NOT ON THE AGENDA	Public Comments Invited
	<i>Anyone may address the Board regarding any item that is within the Board's subject matter jurisdiction. However, the Board <u>may not</u> discuss or take action on any item which is not on this agenda except as authorized by Government Code Section 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>	
	XIV. BOARD / SUPERINTENDENT REPORTS (10 minutes)	Info
	XV. CONSENT AGENDA (5 minutes)	Action
	<i>NOTE: The Board will be asked to approve all of the following items by a single vote, unless any member of the Board asks that an item be removed from the consent agenda and considered and discussed separately.</i>	
Governance	1. Approve Adoption of Minutes from March 15, 2017 Regular Meeting	
Personnel	2. Approve Classified Personnel Transactions	
↓	3. Approve Certificated Personnel Transactions	
↓	4. Approve CSEA/CJUSD Employee Salary & Benefit Compensation 2016/17 and AB 1200 Public Disclosure	
↓	5. Approve Memorandum of Understanding Regarding Certificated Professional Development Day for 2017/2018 School Year	
↓	6. Approve 2016/2017 Substitute Salary Schedules	
↓	7. Approve 2016/2017 Salary Schedules for Certificated Management and Classified Management	
↓	8. Approve CSEA Health and Welfare Benefits, Compensation and Salary Schedules 2016/2017	
↓	9. Approve CSEA New Contract Language: Article XIV - Leaves	
↓	10. Approve CSEA Revised Job Description: Technology Specialist	
↓	11. Approve CUTA Bargaining Agreement, 2016-2019	
↓	12. Approve Employment Agreement Amendment - Superintendent	
↓	13. Approve 2016/2017 Salary Schedules - Adult Education	
↓	14. Approve 2016/2017 Adult Education Off-Schedule Salary Payment	
Special Ed	15. Approve Professional Services Agreement: Amber Fitzgerald, MA BCBA	
↓	16. Ratify 2016/2017 Master Contracts:	
	Northern California Preparatory School	
	Point Quest Education	
	Point Quest Pediatric	
	Hear Say	
↓	17. Ratify 2016/2017 Individual Services Agreements:	
	2016/17-211-218 Melady McCarty	
	2016/17-219 Amber Fitzgerald	
	2016/17-220 Hear Say Speech	
	2016/17-221 Occupational Therapy for Children	
	2016/17-208 Point Quest Pediatric (name correction)	
Curr & Instr	18. Approve Addendum to Sacramento County Office of Education MOU #16-B-CJ	
↓	19. Approve 2016-17 LEA Plan Addendum	

- | | | | |
|------------------|-----|--|--|
| Facilities & Op. | 20. | Approve Amendment 2 to Agreement with CPM for Facility Needs Assessment and Implementation Planning Services for Modernization Projects | |
| ↓ | 21. | Approve Agreement Between Center Joint Unified School District and Nacht & Lewis Architects for Paint & Perimeter Fencing Upgrades - Wilson C. Riles Middle School, Spinelli Elementary, Oak Hill Elementary & Dudley Elementary | |
| ↓ | 22. | Approve Proposition 39 Funded Energy Efficiency and Conservation Lighting Projects: Project # 17-01 | |
| Business | 23. | Approve Payroll Orders: July 2016 - March 2017 | |
| ↓ | 24. | Approve Supplemental Agenda (Vendor Warrants): March 2017 | |

XVI. INFORMATION ITEMS

1. LCAP Template

XVII. BUSINESS ITEMS

- | | | | |
|------------------|----|--|--------|
| Facilities & Op. | A. | <u>Modernization Scope Priorities</u> | Action |
| | | The Modernization Scope Priorities have been recommended by the CJUSD Facilities Committee. These will be a general guideline for future modernization projects. | |

XVIII. ADVANCE PLANNING

Info

- a. *Future Meeting Dates:*
 - ii. *Special Meeting: Monday, May 1, 2017 @ 6:00 p.m. - Center High School Theater, 3111 Center Court Lane, Antelope, CA 95843*
 - i. *Regular Meeting: Wednesday, May 17, 2017 @ 6:00 p.m. - District Board Room - Room 503, located at Riles Middle School, 4747 PFE Road, Roseville, CA 95747*
- b. *Suggested Agenda Items:*

XIX. CONTINUATION OF CLOSED SESSION (Item IV)

Action

XX. 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: April 19, 2017

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-

January – March 2017

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

Center Joint Unified School District

Dept./Site: Superintendent's Office
To: Board of Trustees
Date: April 19, 2017
From: Scott A. Loehr, Superintendent
Principal's Initials: _____

AGENDA REQUEST FOR:Action Item ☒ X

Information Item _____

Attached Pages _____

SUBJECT: Adoption of Minutes

The minutes from the following meeting are being presented:

March 15, 2017 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, March 15, 2017

MINUTES

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

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

Administrators Present: Scott Loehr, Superintendent
Craig Deason, Assist. Supt., Operations & Facilities
Lisa Coronado, 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.554957)
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 - None

CLOSED SESSION - 5:30 p.m.

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

FLAG SALUTE - led by Lisa Coronado

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

3. Student Expulsions/Readmissions (G.C. §54962)
Student Expulsion 16-17.07 – Recommendation approved.

Motion: Wilson
Second: Kelley

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

ADOPTION OF AGENDA - There was a motion to approve the adoption of the agenda as amended: Pull Consent Agenda Items 1, 2, 17, and 27 for separate consideration.

Motion: Wilson
Second: Kelley

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

STUDENT BOARD REPRESENTATIVE REPORTS

1. Center High School – Maximus Gomez
 - CHS in the middle of Powder Puff Week with Spirit Days; the game is on Friday.
 - spirit days this week: Pink vs Blue, Mathletes vs. Athletes, Dynamic Duo, Gender Bender, and Cougar Friday
 - ARK Week (Acts of Random Kindness) will be next week.
2. McClellan High School - Tristan Wallenmeyer
 - MHS is in the middle of the current grading period; students who maintain all C's or above receive awards and entries into raffles each week. these students may also join Mrs. Baioni at lunch for BINGO competitions for prizes and goodies. Students with outstanding attendance are also rewarded and entered into a raffle each week. Prizes for the raffle have included movie passes, credit in the student store, and gift cards to local food places. Students who have maintained great grades and great attendance will be entered into a drawing at the end of the year for major prizes.
 - their basketball team continues in winning tradition, and now boasting a record of 6 wins, no losses, and a tie. The final games are tomorrow at Hardwood Palace.
 - welcomed math tutor Scott Sherlock
 - Antelope Lion's Club hosted a Feed the Hungry event in the Terry McCauley Gymnasium on February 18th. They were able to give meals to many needed families within the community. They are planning ways to reach more Antelope families in the future.
3. Global Youth Charter School - was not available to report.

ORGANIZATION REPORTS

1. CUTA - Venessa Mason, President, added to McClellan's Student Representative Report. She noted that last year CTA awarded an IFT grant to Chris Collins at McClellan High School. He spent a great deal of the money he was awarded putting together this intramural sports program that he has. Last week he met with the Board members from the CTA and area representatives. Chris Collins is featured in the literature for applying for the IFT grant. She asked if it could be in the Centerline newsletter and the Antelope news. Venessa then noted that there are field trips going on at all of the school sites. They are also looking forward to the Disaster Drill on Friday. All items for the CUTA ratification passed.
2. CSEA - Marie Huggins, President, congratulated CUTA on the passed items. Marie noted that CSEA will meet with the district on the 29th of this month to negotiate compensation packages.

REPORTS/PRESENTATIONS

1. **Safe Schools Ambassadors** – Chris Borasi, Vice Principal at Wilson C. Riles Middle School introduced the program that is being shared tonight. A video, created by Donny Hunter from the SEVA Club, was shared, explaining the program. Alyson Collier, Program Coordinator, SIA approached the district about promoting this program. We have commitment from SIA to fund the training for 3 years, and a 4th year to train trainers. We have the potential to expand this over time. We know that the real power in bullying prevention comes from students. She thanked the Board for supporting this. Trustee Pope asked how many ambassadors there are per site. Alyson noted that there are about 30 per site. Students are chosen by peers and by staff recommendations. Trustee Wilson asked how they differentiate the difference between bullying and kids having fun (ie. friends razzing each other). Alyson noted that it is about being able to report it to an adult. As an ambassador, the student inquires as to whether or not it is bullying or fun, to be reported or not. Trustee Kelly asked if this replaces any other programs that are already at any of the school. Alyson noted that it is not. She also noted that Conflict Managers do not deal with what we commonly call bullying resolution, but can also be looked at as mistreatment. Conflict Mediation is when 2 equally powerful individuals are having some kind of

REPORTS/PRESENTATIONS (continued)

dispute, which is a little different than one person mistreating another. We are not losing any of that. Peer Mediators are pulled out of class to deal with the dispute, but with Safe School Ambassadors, they are always on duty and they are changing the climate at their schools. Jennifer, parent of Samantha (student at Oak Hill), noted that the training that her daughter received was phenomenal; her daughter has learned the difference between teasing and bullying. It has been a very positive program for her daughter. Trustee Anderson noted that she would be interested in what the sites see in the kids now, after starting these programs. Trustee Kelly asked if they can see what all the different layers (programs) are that exist at the sites, even on a chart. Trustee Pope noted that Alyson Collier is amazing at everything she does and thanked her for all she does.

COMMITTEE UPDATES

1. **Facilities Committee Update** - Craig Deason, noted that the facilities committee paper screened the architects for the pool; they interviewed them last week. The architects have noted that we have a stellar group of architects in the pool. The facilities committee will be working very hard. They have designs for curb appeal at Spinelli and beautification at Riles MS. In the next few days they should have drawings for the entrance at CHS. Oak Hill and Dudley would be getting some security fencing, and some painting at Oak Hill. The facilities committee will have to look at the list of things that need to be done and prioritize. Some things will have to be pulled out of the choices. They will have two Prop 39 projects to do during the summer. Craig noted that he received an email from the people that did the survey for free; they are able to do the installation for free this summer. He also noted that the district is already working with DSA regarding the crosswalk that will meet up with the sidewalk in front of Wilson C. Riles Middle School. The facilities committee will be working on the priorities list and will bring that forward to the board to approve. We should have a workshop coming up in April so the Board can learn more about the bonding capacity and how the assessed value works. It was reported that phase 1 of the Elverta Park development is sold out. He noted that the development just outside our district boundaries, across PFE Road, sold out. He believes that when the development across from Riles MS goes in, lots will go fast. Lastly, he noted that the day after tomorrow he will be meeting with the Northborough Developers to try to start working on the Developer Agreement they need in order to start getting permits to do any growth over there.

COMMENTS FROM THE AUDIENCE REGARDING ITEMS NOT ON THE AGENDA - None

BOARD/SUPERINTENDENT REPORTS

Mr. Hunt

- played kickball at Oak Hill; had a great time. He also noted that high school kids were out there helping.

Mrs. Kelley – had nothing to report.

Mr. Wilson

- went to the redwoods for a week with the 6th graders.
- noted that his daughter, Georgia, went to the Spelling Bee Regionals; represented the district well.

Mrs. Anderson

- noted that the whole experience of working with Mr. Deason on selecting the Architects was really interesting.

BOARD/SUPERINTENDENT REPORTS (continued)

Mrs. Pope

- asked Mr. Deason if he had shown Mrs. Schneider the rendering yet.
- thanked the administrators for their hard work: they come in early, come in late, attend community meetings, and listen to parents grumble.

Mr. Loehr

- reminded the Board that the Annual Awards Night will be on Monday, May 1st. He noted that we have started to get the word out. CFW has asked if they can present at this meeting as well. It will have a 6:00 pm start time.
- Thanked Mr. Borasi and Alyson Collier for putting together the information for the Safe Schools Ambassadors report.
- learned that there really isn't a playbook for MTSS . We are getting developed with that. The PBIS efforts is also happening in our schools. He thanked Mr. Jackson and Mrs. Frisch for their efforts. They are our pilot schools. He noted that he received a thank you email from people within the county.
- shared a sample chart from the county of how we compare with other Sacramento County districts.

Mr. Wilson

- noted that he was at a Roseville Chamber meeting; heard nice things about our students from a lady at the meeting.

CONSENT AGENDA

1. *This item was pulled for separate consideration.*
2. *This item was pulled for separate consideration.*
3. Approved Classified Personnel Transactions
4. Approved Certificated Personnel Transactions
5. Approved 2016/2017 Salary Schedules: CUTA, Program Specialist, MAA Coordinator, Title I Academic Coordinator, Psychologists/Counselors
6. Approved CUTA/CJUSD Employee Salary & Benefit Compensation 2016/17 and AB 1200 Public Disclosure
7. Approved Memorandum of Understanding Between CJUSD and CUTA:
 - Placement on the Salary Schedule of New and Returning Employees
 - Hard To Fill Positions
 - Governor's May Revise Outcome
8. Approved CUTA Tentative Agreement, New Contract Language: Article XXI - Salary
9. Approved CUTA Tentative Agreement – Retirement Benefits
10. Ratified 2016/2017 Master Contract:
 - Odyssey Learning Center
11. Ratified 2016/2017 Individual Services Agreements:
 - 2016/17-193 CCHAT
 - 2016/17-198 Northern CA Prep School
 - 2016/17-199 Placer Learning Center
 - 2016/17-206-207 Placer Learning Center
 - 2016/17-208 Point Quest Education
 - 2016/17-209 Placer Learning Center
 - 2016/17-210 Odyssey Learning Center
12. Approved Memorandum of Understanding between Sacramento County of Office of Education and McClellan High School – Agreement EMS #1042
13. Approved Field Trip: CHS Girls Varsity Basketball Team to 2017 Selma Shootout Winter Tournament, Selma CA
14. Approved Single Plan for Student Achievement - McClellan

CONSENT AGENDA (continued)

15. Approved 2017/2018 AVID Agreement
16. Approved 2016-17 Consolidated Application
17. *This item was pulled for separate consideration.*
18. Approved Professional Service Agreement: Katrina Emerson
19. Approved 2016/17 Safe School and Emergency Preparedness Plan - McClellan
20. Approved 2016/17 Safe School and Emergency Preparedness Plan - Riles
21. Approved 2016/17 Safe School and Emergency Preparedness Plan – Oak Hill
22. Approved 2016/17 Safe School and Emergency Preparedness Plan - Global
23. Approved 2016/17 Safe School and Emergency Preparedness Plan - CHS
24. Approved Professional Service Agreement: Hugh R. Davison
25. Approved Center Joint Unified School District Architect Pool
26. Approved Payroll Orders: July 2016 - February 2017
27. *This item was pulled for separate consideration.*

Motion: Wilson
Second: Kelley

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

CONSENT AGENDA ITEMS PULLED FOR SEPARATE CONSIDERATION

1. Approved Adoption of Minutes from February 15, 2017 Regular Meeting

Motion: Kelley
Second: Wilson

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

2. Approved Resolution #13/2016-17: Resolution on Board Compensation for Missed Meeting

Motion: Wilson
Second: Kelley

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

17. Approved Professional Service Agreement: Samuel McAllister

Trustee Kelley inquired as to what the work entails, how much work they are doing, and why we would be needing a contractor. Mr. Loehr noted that this would be for servicing the MCA computers and equipment. It was noted that Mrs. Shiro is not comfortable with the Apple products. Also, MCA keeps their own shop; they out source the few that they have.

Motion: Kelley
Second: Wilson

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

27. Approved Supplemental Agenda (Vendor Warrants): February 2017

Motion: Kelley
Second: Hunt

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

BUSINESS ITEMS

A. APPROVED - Election of School and Community College District Representative for the Sacramento County Treasury Oversight Committee

Trustee Wilson noted that he would like someone from this Board step forward. He noted that it is a smart thing to be involved. Nobody is going to look out for us but us. He asked if anyone on this board has any qualifications for this.

There was a motion to nominate Trustee Kelly Kelley to submit paperwork. She will be given a week to decide if she would like to submit it or not.

Motion: Wilson
Second: Pope

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

B. Bond Oversight - Discussion only

Mr. Loehr noted that Mr. Ballin noted that there is some training out there. If the Board so directs, they would see if any of the committee members would like to attend. At this point we don't know if anyone else would like to attend, but Howard Ballin would be. Trustee Wilson, Trustee Kelley, and Trustee Hunt noted that they would be interested in attending as well.

C. APPROVED - Auditor Selection for Fiscal Years 2016/17, 2017/18, and 2018/19

Lisa Coronado, Director of Fiscal Services, noted that we are currently going through a conversion, from an old version of software to a newer version. It will no longer be housed at the district and will be now housed at SCOE. She gave a shout out to Marie Huggins and Carol Domalakes for training staff in the district.

As for the auditor selection, she noted that she sent out information to 6 auditor firms and received packets back from 3 of them. Crowe Horwath are well known on the east coast. They would be able to come out in late April/early May and again in September, which worked with our schedules. Others wanted to come out in June and October which would work as well. Trustee Anderson asked why the auditors do come and go over the audit page by page with the board. Lisa noted that this auditor firm has it in their contract that they will come present to the board.

Motion: Wilson
Second: Hunt

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

D. APPROVED - Second Interim Report for Fiscal Year 2016/17

Lisa Coronado, Director of Fiscal Services, noted that this is from July 1 through January 31, but it's projecting the activity through June 30. She noted that there is a decrease in revenue this year and next year. The average daily attendance rate is still declining, but we hope it will stabilize with the new homes going in. She noted that we get 95% of our revenue from the Local Control Formula and 5% from other sources. 83% of our restricted expenditures goes to salary and the remaining amount goes to other expenditures (books and supplies, etc.). She noted that we contribute over a million to the restrictive maintenance. Federal programs had some findings so we have paid that back. It was also noted that with Special Education, there are a lot of variances. We have had to change the codes when we changed over to the SCOE system. She is still having to transfer money around so they are in the correct place. A lot of the variances are because of that but it does not change the ending fund balance. Trustee Pope asked if once it is all cleaned up, if she could get a new chart of accounts. Lisa noted that the Federal Revenue increases because we got new Title III funds, higher Title I allocations, and we had to transfer some funds. State revenue went up because one time money was not included

BUSINESS ITEMS (continued)

in the budget until we received it. It has come in so it is now accounted for. Books and supplies went up because we received new grants. In Other Outgo there was a big reduction because there are no students in state special schools this year. And in Indirect Costs we weren't capturing indirect costs from all of the programs so for most of them she took those. During Spring Break we will determine whether or not the charter school will have enough money to run another year. Fund 17 is covering the shortfall of developer fees fund but we are watching that shrink down with all of the money coming in. Fund 20 has been established. After going over all areas of the budget, she noted that she was asking for a positive certification since there would still be money in the bank.

Trustee Anderson asked Mrs. Coronado how she is feeling about doing all of this. Trustee Kelley noted that she had a tough act to follow, but on the 2 reports, she has done well. Trustee Anderson noted that if there is some training that she would like to go to, talk to Scott. Mr. Loehr noted that Lisa is great about coming to him, but she also has no problem telling him no when it comes to spending money. Trustee Wilson inquired on the deficit spending for next year. Lisa noted that our \$3.3 million to cover that. He asked if we know what is causing that. Mr. Loehr noted that it was because of a lack of funding from the state. Lisa noted that they have reduced the amount that we are getting from LCFF. Trustee Wilson also asked if there is also a bigger deficit more years out and Lisa said no. Lisa noted that this budget does not include the 1% on - 1% off that was just passed. Trustee Kelley noted that anything that hasn't been negotiated yet can not be projected. Trustee Pope thanked her for the summary.

Motion: Kelley
Second: Anderson

Vote: General Consent

ADVANCE PLANNING

a. Future Meeting Dates:

- i. Regular Meeting:** Wednesday, April 19, 2017 @ 6:00 p.m. - District Board Room - Room 503, located at Riles Middle School, 4747 PFE Road, Roseville, CA 95747

Mr. Loehr asked if the Board would be available on the 1st Wednesday in April. There were several dates discussed, but nothing in the near future would work. District administration noted that they would figure it out.

b. Suggested Agenda Items:

ADJOURNMENT – 7:33 p.m.

Motion: Hunt
Second: Wilson

Vote: General Consent

Respectfully submitted,


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

/s/
Nancy Anderson, Clerk
Board of Trustees

4/19/17
Adoption Date

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site:	Personnel Department	Action Item	<u>X</u>
Date:	April 19, 2017	Information Item	<u> </u>
To:	Board of Trustees	# Attached Pages	<u>1</u>
From:	 David Grimes, Director of Personnel and Student Services		

Subject: Classified Personnel Transactions

New Hire

Michelle Kern, Instructional Specialist PH/Autism
 Alejandra Raymond, Instructional Specialist PH/Autism
 Lesley Rodriguez, Instructional Specialist PH/Autism
 Autumn Larrick, Instructional Specialist PH/Autism
 Arvind Prasad, Custodian
 Jaswinder Deol, Bus Driver

Promotion

Allison Zeiher, Behavior Specialist

Resignation

Amber Ortiz, Food Service Worker
 Victoria Renger, Instructional Specialist

Retirement

Robert Jones, Instructional Specialist PH/Autism
 Cecelia Linder, Instructional Specialist
 Hanna Sashko, Custodian
 Sylvia Leger, Library Technician
 Wayne Croley, District Courier
 Jennifer Miller, Office Assistant
 Chris Miyazaki, School Secretary

Recommendation: Approve Classified Personnel Transactions as Submitted

CONSENT AGENDA

Michelle Kern has been hired as an Instructional Specialist PH/Autism at North Country Elementary School effective March 8, 2017.

Alejandra Raymond has been hired as an Instructional Specialist PH/Autism at Spinelli Elementary School effective March 13, 2017.

Lesley Rodriguez has been hired as an Instructional Specialist PH/Autism at Oak Hill Elementary School effective March 13, 2017.

Autumn Larrick has been hired as an Instructional Specialist PH/Autism at Spinelli Elementary School effective April 3, 2017.

Arvind Prasad has been hired as a Custodian at Wilson Riles Middle School effective April 3, 2017.

Jaswinder Deol has been hired as a Bus Driver effective April 7, 2017.

Allison Zeiher has been promoted to Behavior Specialist effective March 22, 2017.

Amber Ortiz has resigned from her position as a Food Service Worker at Center High School effective March 8, 2017.

Victoria Renger has resigned from her position as an Instructional Specialist at Dudley Elementary School effective April 7, 2017.

Robert Jones has retired from his position as an Instructional Specialist PH/Autism at North Country Elementary School effective April 14, 2017.

Cecelia Linder will retire from her position as an Instructional Specialist at Wilson Riles Middle School effective May 25, 2017.

Hanna Sashko will retire from her position as a Custodian at Oak Hill Elementary School effective May 26, 2017.

Sylvia Leger will retire from her position as a Library Technician at Center High School effective May 30, 2017.

Wayne Croley will retire from his position as District Courier effective June 5, 2017.

Jennifer Miller will retire from her position as an Office Assistant at Oak Hill Elementary School effective June 6, 2017.

Chris Miyazaki will retire from her position as a School Secretary at Oak Hill Elementary School effective June 30, 2017.

District

AGENDA REQUEST FOR:

Dept./Site: Personnel Department

Action Item	<u>X</u>
-------------	----------

Date: April 19, 2017

Information Item _____

To: Board of Trustees

Attached Pages 1

From: David Grimes, Director of Personnel and Student Services

Subject: Certificated Personnel Transactions

Resignation

Alexx Seipp, Oak Hill Elementary School

Retirement

Gina Oswalt, Oak Hill Elementary School

Recommendation: Approve Certificated Personnel Transactions as Submitted

CONSENT AGENDA

XV-3

Resignation

Alexx Seipp has submitted her intent to resign from her position as Special Education Teacher, Oak Hill Elementary School, effective end of day on May 26, 2017.

Retirement

Gina Oswalt has submitted her intent to retire from her position as Second Grade Teacher, Oak Hill Elementary School, effective end of day on May 26, 2017.

Center Unified School District

AGENDA REQUEST FOR:

Dept./Site: Business Department

Date: April 19, 2017

Action Item X

To: Board of Trustees

Information Item

From: Lisa Coronado *off*
Director of Fiscal Services

Attached Pages:

SUBJECT:

**CSEA/CJUSD Employee Salary & Benefit Compensation 2016/17
and
AB 1200 Public Disclosure**

**Attached is the 2016/17 Salary and Benefit Compensation
Agreements between CSEA and CJUSD, effective July 1, 2016
and the AB 1200 Public Disclosure document which discloses
the impact on the District's budget.**

**RECOMMENDATION: Approval of the Salary and Benefits
Compensation Agreements as presented.**

CONSENT AGENDA

SACRAMENTO COUNTY OFFICE OF EDUCATION

PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449

Name of School District: Center Joint Unified School District

Name of Bargaining Unit: California School Employees Association

Certificated, Classified, Other: Classified

The proposed agreement covers the period beginning: July 1, 2016 **and ending:** June 30, 2017
(date) (date)

The Governing Board will act upon the agreement on: April 19, 2017
(date)

Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.

A. Proposed Change in Compensation

Compensation		Annual	Fiscal Impact of Proposed Agreement		
		Cost Prior to	Year 1	Year 2	Year 3
		Proposed Agreement	Increase (Decrease)	Increase (Decrease)	Increase (Decrease)
		FY 16/17	FY 16/17	FY 17/18	FY 18/19
1	Salary Schedule (This is to include Step and Columns, which is also reported separately in Item 6) (Includes all Funds)	\$8,417,312.00	\$126,260.00	\$126,260.00	\$126,260.00
			1.50%	1.48%	1.46%
2	Other Compensation Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.	\$0.00	\$85,436.00	\$0.00	\$0.00
				n/a	n/a
	Description of other compensation	n/a	1% off salary schedule	n/a	n/a
3	Statutory Benefits - STRS, PERS, FICA WE, UI, Medicare, etc.	\$1,961,439.00	\$49,338.00	\$29,427.00	\$29,427.00
			2.52%	1.46%	1.44%
4	Health/Welfare Plans	\$1,634,664.00	\$0.00	\$0.00	\$0.00
5	Total Compensation - Add Items 1 through 4 to equal 5	\$12,013,415.00	\$261,034.00	\$155,687.00	\$155,687.00
			2.17%	1.27%	1.25%
6	Step and Column - Due to movement plus any changes due to settlement. This is a subset of Item No. 1	\$8,417,312.00	\$360,955.00	\$360,955.00	\$360,955.00
7	Total Number of Represented Employees (Use FTEs if appropriate)	204	204	204	204
8	Total Compensation Average Cost per Employee	\$8,889.29	1,279.58	763.17	763.17
			2.17%	1.27%	1.25%

- 9 . What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?**

1.5 % on the salary schedule, then 1.0% off the salary schedule.

For health & welfare, increased costs will be passed to the Classified employee except for the employee only Kaiser HDHP plan in which the District will pay the premium increase, thus maintaining a "zero cost plan" option for individual employees.

- 10 . Were any additional steps, columns, or range added to the schedule? (If yes, please explain.)**

No.

- 11 . Please include comments and explanations as necessary. (If more room is necessary, please**

N/A

- 12 . Does this bargaining unit have a negotiated cap for Health & Yes**

If yes, please describe the cap amount.

Each year the shared contribution between the District and the Classified employees is negotiated.

The District pays a monthly maximum of:

\$1333.91 for Employee + family; \$934.36 for Employee + one; and \$604.46 for Employee only, depending on plan.

The District pays up to \$110.08 for dental, depending on plan.

Vision is paid by the District (\$28.99/mo) unless the employee has Kaiser as their medical carrier.

- B. Proposed Negotiated Changes in Noncompensation Items (i.e., class size adjustments, staff**

A change was negotiated for other post-employment benefits. Classified employees who enter the STRS system on July 1, 2017 or later and meet other district requirements as outlined

in the CJUSD/CSEA Agreement, shall be eligible to receive the same District paid

Employee Only health, dental, and vision benefit options as covered by the current CJUSD/CSEA Agreement with a maximum District contribution of \$750, and for a maximum of three years or to age sixty-five, whichever comes first.

- C. What are the specific impacts (positive or negative) on instructional and support programs**

None.

D . What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?

CSEA agrees not to request negotiations for full district benefits for 6 hour classified employees who have been employed for less than two years, as outlined in Article XX, Health and Welfare Benefits, Section 1.2, for a period of not less than three years extending through the end of the 2019/2020 school year.

E. Will this agreement create, or decrease deficit financing in the current or subsequent year(s)? "Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenue and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

The 1% on salary schedule increase is using funds that were budgeted for the district's contribution to health and welfare benefits.

The increased health and welfare benefit costs were instead passed to the employee.

The 1% off salary schedule increase is using one-time unrestricted funds that were to be a contribution to Fund 20 for post-employment benefits.

This 1% is being given with the agreement in changes to post-employment benefits.

The District will still maintain a full 3% reserve.

F. Identify other major provisions that do not directly affect the district's costs, such as binding

None.

G. Source of Funding for Proposed Agreement

1. Current Year

The 1% on salary schedule increase is using funds that were budgeted for the district's contribution to health and welfare benefits.

The increased health and welfare benefit costs were instead passed to the employee.

The 1% off salary schedule increase is using one-time unrestricted funds that were to be a contribution to Fund 20 for post-employment benefits.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will all the district to afford this contract)?

See above.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

N/A

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Unrestricted General Fund

Enter Bargaining Unit: CSEA

	Column 1	Column 2	Column 3	Column 4
	Latest Board - Approved Budget Before Settlement (As of 6/8/16)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$38,663,476		-\$207,439	\$38,456,037
Remaining Revenues (8100-8799)	\$896,793		\$814,807	\$1,711,600
TOTAL REVENUES	\$39,560,269	\$0	\$607,368	\$40,167,637
EXPENDITURES				
Certificated Salaries (1000-1999)	\$16,597,891		\$311,067	\$16,908,958
Classified Salaries (2000-2999)	\$4,152,008	\$111,712	\$289,782	\$4,553,502
Employee Benefits (3000-3999)	\$6,804,349	\$26,036	-\$159,255	\$6,671,130
Books and Supplies (4000-4999)	\$1,126,845		\$434,190	\$1,561,035
Services, Other Operating Expenses (5000-5999)	\$3,356,046		\$263,937	\$3,619,983
Capital Outlay (6000-6999)	\$0		\$452,503	\$452,503
Other Outgo (7100-7299) (7400-7499)	\$5,050		-\$5,050	\$0
Direct Support/Indirect Cost (7300-7399)	-\$120,251		-\$130,387	-\$250,638
Other Adjustments				\$0
TOTAL EXPENDITURES	\$31,921,939	\$137,748	\$1,456,787	\$33,516,474
OPERATING SURPLUS (DEFICIT)	\$7,638,330	-\$137,748	-\$849,419	\$6,651,163
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$0	\$0	\$0	\$0
TRANSFERS OUT & OTHER USES (7610-7699)	\$278,721			\$278,721
CONTRIBUTIONS (8980-8999)	-\$6,471,083	-\$54,222	-\$540,844	-\$7,066,149
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$888,526	-\$191,970	-\$1,390,263	-\$693,707
BEGINNING BALANCE	\$5,034,987			\$5,034,987
Prior-Year Adjustments/Restatements (9793/9795)	\$36,932			\$36,932
CURRENT-YEAR ENDING BALANCE	\$5,960,445	-\$191,970	-\$1,390,263	\$4,378,212
COMPONENTS OF ENDING BALANCE:				
Reserved Amounts (9711-9740)	\$92,744			\$92,744
Reserved for Economic Uncertainties (9770)	\$1,313,285		\$128,681	\$1,441,966
Designated Amounts (9775-9780)	\$0			\$0
Unappropriated Amounts (9790)	\$4,554,416	-\$191,970	-\$1,518,944	\$2,843,502

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund

Enter Bargaining Unit: CSEA

	Column 1	Column 2	Column 3	Column 4
	Latest Board - Approved Budget Before Settlement (As of 6/8/16)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$0			\$0
Remaining Revenues (8100-8799)	\$5,209,327		\$1,025,299	\$6,234,626
TOTAL REVENUES	\$5,209,327	\$0	\$1,025,299	\$6,234,626
EXPENDITURES				
Certificated Salaries (1000-1999)	\$3,912,933		\$650,988	\$4,563,921
Classified Salaries (2000-2999)	\$2,713,184	\$81,027	\$508,647	\$3,302,858
Employee Benefits (3000-3999)	\$2,201,201	\$18,885	\$312,804	\$2,532,890
Books and Supplies (4000-4999)	\$858,799		\$1,049,213	\$1,908,012
Services, Other Operating Expenses (5000-5999)	\$1,401,392		\$21,276	\$1,422,668
Capital Outlay (6000-6999)	\$0		\$121,905	\$121,905
Other Outgo (7100-7299) (7400-7499)	\$420,000		-\$113,000	\$307,000
Direct Support/Indirect Cost (7300-7399)	\$49,508		\$130,530	\$180,038
Other Adjustments	\$0			\$0
TOTAL EXPENDITURES	\$11,557,017	\$99,912	\$2,682,363	\$14,339,292
OPERATING SURPLUS (DEFICIT)	-\$6,347,690	-\$99,912	-\$1,657,064	-\$8,104,666
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$0	\$0	\$0	\$0
TRANSFERS OUT & OTHER USES (7610-7699)	\$15,393		-\$15,393	\$0
CONTRIBUTIONS (8980-8999)	\$6,471,083	\$54,222	\$540,844	\$7,066,149
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$105,000	-\$45,690	-\$1,116,220	-\$1,056,910
BEGINNING BALANCE	\$2,043,563			\$2,043,563
Prior-Year Adjustments/Restatements (9793/9795)	\$0			\$0
CURRENT-YEAR ENDING BALANCE	\$2,148,563	-\$45,690	-\$1,116,220	\$986,653
COMPONENTS OF ENDING BALANCE:				
Reserved Amounts (9711-9740)	\$2,148,563		-\$951,671	\$1,196,892
Reserved for Economic Uncertainties (9770)	\$0			\$0
Designated Amounts (9775-9780)	\$0			\$0
Unappropriated Amounts (9790)	\$0	-\$45,690	-\$164,549	-\$210,239

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund

Enter Bargaining Unit: CSEA

	Column 1	Column 2	Column 3	Column 4
	Latest Board - Approved Budget Before Settlement (As of 6/8/16)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$38,663,476	\$0	-\$207,439	\$38,456,037
Remaining Revenues (8100-8799)	\$6,106,120	\$0	\$1,840,106	\$7,946,226
TOTAL REVENUES	\$44,769,596	\$0	\$1,632,667	\$46,402,263
EXPENDITURES				
Certificated Salaries (1000-1999)	\$20,513,824	\$0	\$962,055	\$21,475,879
Classified Salaries (2000-2999)	\$6,865,192	\$192,739	\$798,429	\$7,856,360
Employee Benefits (3000-3999)	\$9,005,550	\$44,921	\$153,549	\$9,204,020
Books and Supplies (4000-4999)	\$1,985,644	\$0	\$1,483,403	\$3,469,047
Services, Other Operating Expenses (5000-5999)	\$4,757,438	\$0	\$285,213	\$5,042,651
Capital Outlay (6000-6999)	\$0	\$0	\$574,408	\$574,408
Other Outgo (7100-7299) (7400-7499)	\$425,050	\$0	-\$118,050	\$307,000
Direct Support/Indirect Cost (7300-7399)	-\$70,743	\$0	\$143	-\$70,600
Other Adjustments	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$43,481,955	\$237,660	\$4,139,150	\$47,858,765
OPERATING SURPLUS (DEFICIT)	\$1,287,640	-\$237,660	-\$2,506,483	-\$1,456,503
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$0	\$0	\$0	\$0
TRANSFERS OUT & OTHER USES (7610-7699)	\$294,114	\$0	-\$15,393	\$278,721
CONTRIBUTIONS (8980-8999)	\$0	\$0	\$0	\$0
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$993,526	-\$237,660	-\$2,506,483	-\$1,750,617
BEGINNING BALANCE	\$4,239,820	\$0	\$0	\$4,239,820
Prior-Year Adjustments/Restatements (9793/9795)	\$36,932	\$0	\$0	\$36,932
CURRENT-YEAR ENDING BALANCE	\$8,109,008	-\$237,660	-\$2,506,483	\$5,364,865
COMPONENTS OF ENDING BALANCE:	\$0	\$0	\$0	
Reserved Amounts (9711-9740)	\$2,241,307	\$0	-\$951,671	\$1,289,636
Reserved for Economic Uncertainties (9770)	\$1,313,285	\$0	\$128,681	\$1,441,966
Designated Amounts (9775-9780)	\$0	\$0	\$0	\$0
Unappropriated Amounts - Unrestricted (9790)	\$4,554,416	-\$237,660	-\$1,683,493	\$2,633,263
Unappropriated Amounts - Restricted (9790)	\$0	\$0	\$0	\$0
Reserve for Economic Uncertainties Percentage	3.0%			3.0%

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Adult Education Fund

Enter Bargaining Unit: CSEA

	Column 1	Column 2	Column 3	Column 4
	Latest Board - Approved Budget Before Settlement (As of 6/8/16)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$0	\$0	\$0	\$0
Remaining Revenues (8100-8799)	\$148,110	\$0	\$182,159	\$330,269
TOTAL REVENUES	\$148,110	\$0	\$182,159	\$330,269
EXPENDITURES				
Certificated Salaries (1000-1999)	\$91,522	\$0	\$79,122	\$170,644
Classified Salaries (2000-2999)	\$22,231	\$668	\$4,291	\$27,190
Employee Benefits (3000-3999)	\$24,928	\$158	\$21,483	\$46,567
Books and Supplies (4000-4999)	\$34,500	\$0	\$99,180	\$133,680
Services, Other Operating Expenses (5000-5999)	\$3,650	\$0	\$19,599	\$23,249
Capital Outlay (6000-6999)	\$0	\$0	\$15,000	\$15,000
Other Outgo (7100-7299) (7400-7499)	\$0	\$0	\$0	\$0
Direct Support/Indirect Cost (7300-7399)	\$0	\$0	\$0	\$0
Other Adjustments	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$178,831	\$824	\$238,675	\$416,330
OPERATING SURPLUS (DEFICIT)	\$0	\$0	\$0	\$0
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$28,721	\$0	\$0	\$28,721
TRANSFERS OUT & OTHER USES (7610-7699)	\$0	\$0	\$0	\$0
CONTRIBUTIONS (8980-8999)	\$0	\$0	\$0	\$0
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$82,498	\$0	\$0	\$81,978
BEGINNING BALANCE	\$36,388			\$36,388
Prior-Year Adjustments/Restatements (9793/9795)	\$0			\$0
CURRENT-YEAR ENDING BALANCE	\$118,887	\$0	\$0	\$118,887
COMPONENTS OF ENDING BALANCE:				
Reserved Amounts (9711-9740)	\$100,002	\$0	\$0	\$100,002
Reserved for Economic Uncertainties (9770)	\$0	\$0	\$0	\$0
Board Designated Amounts (9775-9780)	\$18,884	\$0	\$0	\$18,884
Unappropriated Amounts (9790)	\$0	\$0	\$0	\$0

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Cafeteria Fund

Enter Bargaining Unit: CSEA

	Column 1	Column 2	Column 3	Column 4
	Latest Board - Approved Budget Before Settlement (As of 6/8/16)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$0	\$0	\$0	\$0
Remaining Revenues (8100-8799)	\$2,005,417	\$0	\$0	\$2,005,417
TOTAL REVENUES	\$2,005,417	\$0	\$0	\$2,005,417
EXPENDITURES				
Certificated Salaries (1000-1999)	\$0	\$0	\$0	\$0
Classified Salaries (2000-2999)	\$657,154	\$18,289	\$70,015	\$745,458
Employee Benefits (3000-3999)	\$315,762	\$4,263	-\$4,727	\$315,298
Books and Supplies (4000-4999)	\$965,000	\$0	-\$68,987	\$896,013
Services, Other Operating Expenses (5000-5999)	\$67,460	\$0	\$6,702	\$74,162
Capital Outlay (6000-6999)	\$0	\$0	\$0	\$0
Other Outgo (7100-7299) (7400-7499)	\$0	\$0	\$0	\$0
Direct Support/Indirect Cost (7300-7399)	\$0	\$0	\$0	\$0
Other Adjustments	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$2,005,376	\$22,552	\$3,003	\$2,030,931
OPERATING SURPLUS (DEFICIT)	\$0	\$0	\$0	\$0
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$0	\$0	\$0	\$0
TRANSFERS OUT & OTHER USES (7610-7699)	\$0	\$0	\$0	\$0
CONTRIBUTIONS (8980-8999)	\$0	\$0	\$0	\$0
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$391	\$0	\$0	\$391
BEGINNING BALANCE	\$46,809			\$46,809
Prior-Year Adjustments/Restatements (9793/9795)	\$0			\$0
CURRENT-YEAR ENDING BALANCE	\$46,809	\$0	\$0	\$46,809
COMPONENTS OF ENDING BALANCE:	\$0	\$0	\$0	\$0
Reserved Amounts (9711-9740)	\$46,809	\$0	\$0	\$46,809
Reserved for Economic Uncertainties (9770)	\$0	\$0	\$0	\$0
Board Designated Amounts (9775-9780)	\$0	\$0	\$0	\$0
Unappropriated Amounts (9790)	\$0	\$0	\$0	\$0

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Child Development Fund

Enter Bargaining Unit: CSEA

	Column 1	Column 2	Column 3	Column 4
	Latest Board - Approved Budget Before Settlement (As of 6/8/16)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$0	\$0	\$0	\$0
Remaining Revenues (8100-8799)	\$608,491	\$0	\$0	\$608,491
TOTAL REVENUES	\$608,491	\$0	\$0	\$608,491
EXPENDITURES				
Certificated Salaries (1000-1999)	\$0	\$0	\$0	\$0
Classified Salaries (2000-2999)	\$0	\$0	\$0	\$0
Employee Benefits (3000-3999)	\$0	\$0	\$0	\$0
Books and Supplies (4000-4999)	\$0	\$0	\$0	\$0
Services, Other Operating Expenses (5000-5999)	\$575,755	\$0	\$0	\$575,755
Capital Outlay (6000-6999)	\$0	\$0	\$0	\$0
Other Outgo (7100-7299) (7400-7499)	\$32,736	\$0	\$0	\$32,736
Direct Support/Indirect Cost (7300-7399)	\$0	\$0	\$0	\$0
Other Adjustments	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$608,491	\$0	\$0	\$608,491
OPERATING SURPLUS (DEFICIT)	\$0	\$0	\$0	\$0
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$0	\$0	\$0	\$0
TRANSFERS OUT & OTHER USES (7610-7699)	\$0	\$0	\$0	\$0
CONTRIBUTIONS (8980-8999)	\$0	\$0	\$0	\$0
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$0	\$0	\$0	\$0
BEGINNING BALANCE	\$0			\$0
Prior-Year Adjustments/Restatements (9793/9795)	\$0			\$0
CURRENT-YEAR ENDING BALANCE	\$0	\$0	\$0	\$0
COMPONENTS OF ENDING BALANCE:	\$0	\$0	\$0	
Reserved Amounts (9711-9740)	\$0	\$0	\$0	\$0
Reserved for Economic Uncertainties (9770)	\$0	\$0	\$0	\$0
Board Designated Amounts (9775-9780)	\$0	\$0	\$0	\$0
Unappropriated Amounts (9790)	\$0	\$0	\$0	\$0
Reserve for Economic Uncertainties Percentage	\$0	\$0	\$0	\$0

I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund

Enter Bargaining Unit: CSEA

	2016/17	2017/18	2018/19
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
Revenue Limit Sources (8010-8099)	\$38,456,037	\$38,870,564	\$40,571,381
Remaining Revenues (8100-8799)	\$7,946,226	\$6,912,779	\$6,310,219
TOTAL REVENUES	\$46,402,263	\$45,783,343	\$46,881,600
EXPENDITURES			
Certificated Salaries (1000-1999)	\$21,475,879	\$21,038,351	\$21,594,563
Classified Salaries (2000-2999)	\$7,856,360	\$7,788,277	\$7,865,477
Employee Benefits (3000-3999)	\$9,204,020	\$9,724,660	\$10,424,410
Books and Supplies (4000-4999)	\$3,469,047	\$2,984,828	\$1,951,615
Services, Other Operating Expenses (5000-5999)	\$5,042,651	\$4,422,825	\$4,318,941
Capital Outlay (6000-6999)	\$574,408	\$165,000	\$80,000
Other Outgo (7100-7299) (7400-7499)	\$307,000	\$250,000	\$250,000
Direct Support/Indirect Cost (7300-7399)	-\$70,600	-\$52,900	-\$52,900
Other Adjustments	\$0	\$0	\$0
TOTAL EXPENDITURES	\$47,858,765	\$46,321,041	\$46,432,106
OPERATING SURPLUS (DEFICIT)	-\$1,456,503	-\$537,698	\$449,494
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$0	\$0	\$0
TRANSFERS OUT & OTHER USES (7610-7699)	\$278,721	\$250,000	\$250,000
CONTRIBUTIONS (8980-8999)	\$0	\$0	\$0
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	-\$1,750,617	-\$787,698	\$199,494
	\$0		
BEGINNING BALANCE	\$4,239,820	\$5,364,865	\$4,577,167
CURRENT-YEAR ENDING BALANCE	\$5,364,865	\$4,577,167	\$4,776,661
COMPONENTS OF ENDING BALANCE:			
Reserved Amounts (9711-9740)	\$1,289,636	\$1,289,636	\$1,289,636
Reserved for Economic Uncertainties - Unrestricted (9770)	\$1,441,966	\$1,397,132	\$1,400,464
Reserved for Economic Uncertainties - Restricted (9770)	\$0	\$0	\$0
Board Designated Amounts (9775-9780)	\$0	\$0	\$0
Unappropriated Amounts - Unrestricted (9790)	\$2,633,263	\$2,678,097	\$1,887,067
Unappropriated Amounts - Restricted (9790)	\$0	\$0	\$0

J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2016/17	2017/18	2018/19
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$48,137,486	\$46,571,041	\$46,682,106
b.	State Standard Minimum Reserve Percentage for this District enter percentage:	3%	3%	3%
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b, OR \$50,000	\$1,444,125	\$1,397,131	\$1,400,463

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9770)	\$1,441,966	\$1,397,132	\$1,400,464
b.	General Fund Budgeted Unrestricted Unappropriated Amount (9790)	\$2,633,263	\$2,678,097	\$1,887,067
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9770)	\$0	\$0	\$0
d.	Special Reserve Fund (Fund 17) Budgeted Unappropriate Amount (9790)	\$0	\$0	\$0
g.	Total Available Reserves	\$4,075,229	\$4,075,229	\$3,287,531
h.	Reserve for Economic Uncertainties Percentage	8.5%	8.8%	7.0%

3. Do unrestricted reserves meet the state minimum reserve amount?

2016/17	Yes
2017/18	Yes
2018/19	Yes

4. If no, how do you plan to restore your reserves?

N/A

5. If the total amount of the adjustment in Column 2 on Page 4 does not agree with the amount of the Total Compensation Increase in Section A, Line 5, Page 1 (i.e., increase was partially budgeted), explain the variance below: Page 1, Line 5, Column 2 includes classified salaries from all Funds. Page 4 column 2 includes classified salaries from only the General Fund.

6. Please include any additional comments and explanation of Page 4 if necessary:

K. SALARY NOTIFICATION REQUIREMENT

The following section is applicable and should be completed when any Salary/Benefit Negotiations are settled after the district's final budget has been adopted.

COMPARISON OF PROPOSED AGREEMENT TO CHANGE IN DISTRICT LCFF

(a) Current-Year LCFF per ADA:	\$ <u>8976.54</u> (Estimated)
(b) Prior-Year LCFF per ADA:	\$ <u>8454.93</u> (Actual)
(c) Amount of Current-Year Increase: (a) minus (b)	\$ <u>521.61</u>
(d) Percentage Increase in BRL per ADA: (c) divided by (b)	6.17% %
(e) Deficit:	<u> </u> %
(f) Percentage Increase in LCFF after deficit:	<u> </u> %
(g) Total Compensation Percentage Increase from Section A, Line 5, Page 1 for current year (Year 1)	2.17%

L. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICTS ABILITY TO MEET THE COSTS OF COLLECTIVE BARGAINING AGREEMENT

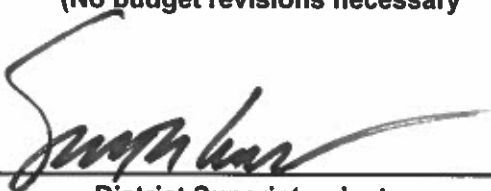
The disclosure document must be signed by the district Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of Center Joint Unified School District, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the Classified School Employee Association during the term of the agreement from July 1, 2016 to June 30, 2017.

The budget revisions necessary to meet the costs of the agreement is each year of its term are as follows:

<u>Budget Adjustment Categories:</u>	<u>Budget Adjustment Increase (Decrease)</u>
<u>Revenues/Other Financing Sources</u>	
<u>Expenditures/Other Financing Uses</u>	
<u>Ending Balance Increase (Decrease)</u>	<u>(85,436)</u>

N/A (No budget revisions necessary)



District Superintendent
(Signature)



Date



Chief Business Officer
(Signature)



Date

M. CERTIFICATION NO. 2

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement..

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section

District Superintendent
(Signature)

Date

Lisa Coronado
Contact Person

(916) 338-6302
Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on 4/19/17, took action to approve the proposed Agreement with the Bargaining Unit.

President (or Clerk), Governing Board
(Signature)

Date

AGENDA ITEM # XV-5

Center Unified School District

AGENDA REQUEST FOR:	
Dept./Site: Personnel Office	
Date: April 19, 2017	Action Item <u>X</u>
To: Board of Trustees	Information Item
From: David Grimes <i>DGK</i> Director of Personnel/Student Services	# Attached Pages

**SUBJECT: MEMORANDUM OF UNDERSTANDING
(MOU)**

David Grimes, Director of Personnel, is requesting the approval of the Governing Board of the attached mutually agreed upon MOU regarding Certificated Professional Development day for the 2017/2018 SY.

RECOMMENDATION: Approve MOU

AGENDA ITEM # XV-5

CONSENT AGENDA

MEMORANDUM OF UNDERSTANDING

Between
Center Joint Unified School District
And
Center Unified Teachers Association

This memorandum of understanding (MOU) confirms and clarifies the parties' mutual understanding and agreement regarding a Certificated Professional Development Day for the school year 2017-18:

1. CUTA and the District agree to a mandatory Professional Development Day for all certificated employees to be scheduled on Monday, July 31, 2017.
2. For attendance at this Professional Development Day, each certificated employee will be paid at their regular daily rate for 7.25 hours, or at the contracted hourly rate, whichever is greater.
4. If a certificated employee does not attend, regardless of the reason, the employee will not be paid their daily rate for that day.

FOR CUTA:

DATE 2/23/17 BY Venessa Mason
Venessa Mason
CUTA President

FOR DISTRICT:

DATE 2/23/17 BY David Grimes
David Grimes
Director of Personnel

AGENDA ITEM # XV-6

Center Unified School District

AGENDA REQUEST FOR:

Dept./Site: Personnel Department

Date: April 19, 2017

To: Board of Trustees

From: David Grimes,  Director of Personnel/Student Services

Action Item X

Information Item

Attached Pages

SUBJECT: SUBSTITUTE SALARY SCHEDULES

David Grimes, Director of Personnel, is requesting approval of the Governing Board for the attached 2016/2017 salary schedules for Certificated and Classified Substitutes.

CONSENT AGENDA

RECOMMENDATION: Approve Substitute Salary Schedules

AGENDA ITEM # XV-6

CENTER JOINT UNIFIED SCHOOL DISTRICT
SUBSTITUTE SALARY SCHEDULE

CERTIFICATED SUBSTITUTE

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

Long Term Substitute Daily Rate: Step 1 Class 1 on Certificated Salary Schedule (Board approved March 15, 2017) $\$40,163/183 = \219.47 (Long term = 20 consecutive days in the same classroom assignment. This shall be paid retro active to the first day of the assignment. Long term rate is effective March 20, 2017.

CLASSIFIED SUBSTITUTE

Step 1 on Classified Hourly Wage Schedule (Board approved April 19, 2017) of classification range substituted in. These rates are effective April 20, 2017.

Approved by Board April 19, 2017

AGENDA ITEM # XV-7

Center Unified School District

AGENDA REQUEST FOR:

Dept./Site: Personnel Department

Date: April 19, 2017

To: Board of Trustees *RGH*

From: David Grimes, Director of Personnel/Student Services

Action Item X

Information Item _____

Attached Pages _____

SUBJECT: 2016/2017 SALARY SCHEDULES

Please find attached the 2016/2017 salary schedule for the Certificated and Classified Management staff. Salary increases of 1% will be retroactive to July 1, 2016. In addition, an agreement of a 1% off-schedule lump sum payment retroactive to July 1, 2016 was reached.

RECOMMENDATION: Approve Salary Schedule

AGENDA ITEM # XV-7

CONSENT AGENDA

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

2016-2017

POSITION	WORK YEAR	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Asst. Supt. (ASCI)	225	\$109,504	\$112,790	\$116,173	\$119,659	\$123,248	\$126,946	\$130,755
Director of Personnel & Student Serv (DPSS)	215	\$91,179	\$93,914	\$96,732	\$99,633	\$102,622	\$105,701	\$108,872
High School Principal (HSP)	209	\$102,516	\$105,591	\$108,759	\$112,021	\$115,381	\$118,843	\$122,408
Continuation HS Principal (CHSP)	209	\$89,521	\$92,207	\$94,973	\$97,823	\$100,758	\$103,781	\$106,894
H.S. Asst. Principal (HSVP)	200	\$83,137	\$85,631	\$88,199	\$90,845	\$93,570	\$96,377	\$99,269
Elem. Principal (EPYR)	204	\$86,944	\$89,552	\$92,238	\$95,006	\$97,856	\$100,792	\$103,816
Elem. Asst. Principal (EVPY)	200	\$77,188	\$79,504	\$81,890	\$84,346	\$86,876	\$89,482	\$92,167
Charter School Principal (CSP)	209	\$89,521	\$92,207	\$94,973	\$97,823	\$100,758	\$103,781	\$106,894
Middle School Asst Principal (MSAP)	200	\$79,241	\$81,618	\$84,066	\$86,588	\$89,186	\$91,862	\$94,618
Middle School Principal (MSP)	209	\$91,089	\$93,822	\$96,637	\$99,536	\$102,522	\$105,598	\$108,766
Global Youth Administrator (GYA)	204	\$84,790	\$87,334	\$89,954	\$92,652	\$95,432	\$98,295	\$101,244
Continuation HS Asst Principal (CHAP)	200	\$79,241	\$81,618	\$84,066	\$86,588	\$89,186	\$91,862	\$94,618
Charter School Asst Principal (CSVP)	200	\$82,735	\$85,217	\$87,773	\$90,406	\$93,118	\$95,912	\$98,789

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

Approved by Board April 19, 2017

CENTER JOINT UNIFIED SCHOOL DISTRICT
CLASSIFIED MANAGEMENT SALARY SCHEDULE

2016-2017

POSITION	WORK YEAR	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Assistant Supt. Facilities/Operations	261	\$112,246	\$115,614	\$119,082	\$122,654	\$126,334	\$130,123
Director of Fiscal Services (DFS)	261	\$93,458	\$96,262	\$99,150	\$102,124	\$105,187	\$108,343
Technology Coordinator (TCD)	261	\$84,887	\$87,434	\$90,057	\$92,758	\$95,541	\$98,407
Supv/Nutrition Services (SNS)	261	\$64,716	\$66,657	\$68,657	\$70,716	\$72,837	\$75,022
Transportation Supv/Trainer (TST)	261	\$61,854	\$63,710	\$65,621	\$67,589	\$69,617	\$71,706

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

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

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

AGENDA ITEM # XV-8

Center Unified School District

AGENDA REQUEST FOR:

Dept./Site: Personnel Department

Date: April 19, 2017

To: Board of Trustees

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

Action Item X

Information Item

Attached Pages

SUBJECT:

CSEA

**HEALTH AND WELFARE BENEFITS,
COMPENSATION AND SALARY SCHEDULES
2016/2017**

David Grimes, Director of Personnel, is requesting the approval of the Governing Board of the attached tentative agreement between CJUSD and CSEA outlining health and welfare benefits, compensation and new language regarding early retirement benefits.

Also attached is the 2016/2017 salary schedules for CSEA district employees. Salary increases of 1.5% will be retroactive to July 1, 2016. CJUSD and CSEA mutually agreed to an additional 1% off-schedule lump sum payment retroactive to July 1, 2016.

RECOMMENDATION: Approve As Presented

AGENDA ITEM # XV-8

CONSENT AGENDA

TENTATIVE AGREEMENT
Between
CENTER JOINT UNIFIED SCHOOL DISTRICT
And
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, LOCAL 610

This Tentative Agreement confirms the parties' mutual understanding and concludes negotiations for the 2016/17 school year including Health and Welfare Benefits for 2017 and Salary for the 2016/17 school year.

1. For 2017, the District will pay the same amount toward monthly premiums for each health and welfare plan as it did in 2016, with the exception of the Employee Only Kaiser HDHP plan. For the Employee Only Kaiser HDHP plan, the District will pay the premium increase, thus maintaining a "Zero Cost Plan" option for individual employees.
2. Article XIX, Wages: The classified salary schedule will be increased by one and one-half percent (1 ½%), using the 2015/16 schedule as the baseline. Thereafter, the District will pay to each classified employee the equivalent of 1% of the adjusted salary as a one-time lump sum payment. The salary increase will be retroactive to July 1, 2016, and shall commence within 60 days of ratification of this agreement.
3. As consideration for the above compensation agreement, CSEA agrees to not request negotiations for full district benefits for 6 hour classified employees who have been employed for less than two (2) years, as outlined in Article XX, Health and Welfare Benefits, Section I.2, for a period of not less than three (3) years extending through the end of the 2019/2020 school year.
4. Article XXI, Early Retirement, Section A, shall be amended to read:
 - A. Eligibility for early retirement district benefits shall be subject to the following conditions:
 1. The employee shall have twenty (20) years of continuous District service.
 2. The employee shall be at least fifty-five (55).
 3. Once electing to participate, the employee shall not return to District service except as a substitute.
 4. Classified employees with a hire date prior to July 1, 2017, shall be eligible to receive the same District paid, Employee Only, health, dental, and vision benefit options or cash-in-lieu as covered by the current CJUSD/CSEA Agreement.
 5. For classified employees who enter District employment on or after July 1, 2017, the maximum monthly District contribution to such health, dental, and vision shall not exceed \$750 per month.

6. For classified employees with a hire date prior to July 1, 2017, District paid health coverage shall be effective for a maximum of five (5) years or to age sixty-five (65), whichever comes first.
7. For classified employees who enter District employment on or after July 1, 2017, District paid health benefits options shall be effective for a maximum of three (3) years or to age sixty-five (65), whichever comes first.

For CSEA:

DATE: 3/29/17

BY: Marie Huggins
Marie Huggins
CSEA President, Chapter 610

DATE: 3-29-17

BY: Kurt Benfield
Kurt Benfield
CSEA Labor Relations Representative

For DISTRICT:

DATE: March 29, 2017

BY: David Grimes
David Grimes
Director of Personnel

CENTER JOINT UNIFIED SCHOOL DISTRICT
CLASSIFIED HOURLY WAGE SCHEDULE
APPENDIX B
2016-2017

A	\$11.28	\$11.85	\$12.43	\$13.05	\$13.70	\$14.39
B	\$11.56	\$12.14	\$12.75	\$13.39	\$14.06	\$14.76
C	\$11.85	\$12.43	\$13.05	\$13.70	\$14.39	\$15.11
D	\$12.15	\$12.76	\$13.40	\$14.07	\$14.77	\$15.51
E	\$12.45	\$13.07	\$13.72	\$14.41	\$15.13	\$15.89
F	\$12.77	\$13.41	\$14.08	\$14.78	\$15.52	\$16.29
G	\$13.08	\$13.73	\$14.42	\$15.14	\$15.91	\$16.70
H	\$13.41	\$14.08	\$14.78	\$15.52	\$16.29	\$17.10
I	\$13.75	\$14.44	\$15.16	\$15.93	\$16.72	\$17.55
J	\$14.09	\$14.79	\$15.53	\$16.31	\$17.12	\$17.98
K	\$14.44	\$15.16	\$15.93	\$16.72	\$17.55	\$18.42
L	\$14.81	\$15.55	\$16.33	\$17.14	\$18.00	\$18.90
M	\$15.16	\$15.93	\$16.72	\$17.55	\$18.42	\$19.35
N	\$15.55	\$16.33	\$17.14	\$18.00	\$18.90	\$19.84
O	\$15.95	\$16.75	\$17.59	\$18.47	\$19.40	\$20.37
P	\$16.34	\$17.16	\$18.03	\$18.93	\$19.87	\$20.87
Q	\$16.75	\$17.59	\$18.47	\$19.40	\$20.37	\$21.39
R	\$17.18	\$18.05	\$18.95	\$19.89	\$20.89	\$21.93
S	\$17.62	\$18.50	\$19.43	\$20.40	\$21.43	\$22.50
T	\$18.07	\$18.97	\$19.91	\$20.91	\$21.95	\$23.05
U	\$18.51	\$19.44	\$20.41	\$21.44	\$22.51	\$23.64
V	\$18.98	\$19.93	\$20.93	\$21.97	\$23.07	\$24.23
W	\$19.47	\$20.44	\$21.47	\$22.54	\$23.67	\$24.86
X	\$19.95	\$20.95	\$22.00	\$23.09	\$24.25	\$25.46
Y	\$30.09	\$31.60	\$33.18	\$34.83	\$36.58	\$38.41
X1	\$21.74	\$22.83	\$23.96	\$25.16	\$26.42	\$27.74
BS2	\$34.83	\$36.58	\$38.41	\$40.33	\$42.35	\$44.47

Longevity: To be paid once on anniversary date of hire

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

Vacation:

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

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

<u>Instruction</u>	
Behavior Specialist	Y
Behavior Specialist II	BS2
Bilingual Asst/Primary Language	L
Bilingual Asst/Primary Language (hired after 1/1/00)	G
Child Aide	D
Health Assistant	L
Instructional Assistant	D
Instructional Specialist	F
Instructional Specialist PH/Autism & Instructional Specialist PH/Autism/Diabetic	L
Integrated Services Technician	X
Library Technician	K
Speech and Language Pathologist Assistant	X1
<u>Clerical</u>	
Account Technician	S
Assistant Superintendent Secretary	X
Associated Student Body Bookkeeper (HS)	K
Attendance Secretary	J
Attendance Secretary (JHS)	L
CalPads Technician	P
Central Office Clerk/Business or Personnel	L
College Career Coordinator	X
District Courier	E
High School Secretary	N
Network Specialist	Y
Nutrition Staff Secretary	N
Office Assistant	I
Payroll Technician	V
Registrar	M
School Secretary	M
Staff Secretary	N
Student Outreach Advisor	X
Technology Specialist	X
Transition Partnership Program Coordinator Assistant	M
Workability Job Developer/Coach	Q
Workability Program Coordinator	X
<u>Maintenance</u>	
Groundskeeper	N
Maintenance Worker	R
Maintenance Worker/HVAC	U
Lead Warehouse Worker	Q
Warehouse Worker	O
<u>Transportation</u>	
Bus Driver	M
Bus Driver/Delegated Behind the Wheel Trainer	Q
Dispatcher/Relief Driver	O
Relief Driver	N
Mechanic	X
School Bus Attendant	B
<u>Food Service</u>	
Nutrition Specialist	X
Cafeteria Lead/7-12	M
Cafeteria Lead/K-6	L
Cafeteria Lead/K-6 Satellite	M
Cafeteria Worker	D
<u>Operations</u>	
Campus Monitor	D
Custodian	K
Lead Custodian	M

CENTER JOINT UNIFIED SCHOOL DISTRICT

NOON DUTY AIDE SALARY SCHEDULE

2016-2017

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
\$11.02	\$11.57	\$12.15	\$12.76	\$13.40	\$14.09

Approved by Board April 19, 2017

AGENDA ITEM # XV-9

Center Unified School District

AGENDA REQUEST FOR:

Dept./Site: Personnel Department

Date: April 19, 2017

To: Board of Trustees

From: David Grimes,  Director of Personnel/Student Services

Action Item X

Information Item
Attached Pages

SUBJECT:

CSEA

ARTICLE XIV - LEAVES

David Grimes, Director of Personnel, is requesting approval of the Governing Board for mutually agreed upon new contract language to the Classified Bargaining Agreement in Article XIV-Leaves regarding maternity and/or paternity leave.

RECOMMENDATION: Approve New Contract Language

AGENDA ITEM # XV-9

CONSENT AGENDA

TENTATIVE AGREEMENT
Between
CENTER JOINT UNIFIED SCHOOL DISTRICT
And
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, LOCAL 610

This Tentative Agreement confirms and clarifies the parties' mutual understanding and agreement of new contract language to be added to Article XIV, LEAVES, Section B:

5. Effective January 1, 2017, the District agrees to provide maternity or paternity leave consistent with the requirements set forth in Assembly Bill 2393 and Education Code section 45196.1.

For CSEA:

DATE: 1-25-17

BY: Marie Huggins
Marie Huggins
CSEA President, Chapter 610

DATE: 1/25/17

BY: Kurt Benfield
Kurt Benfield
CSEA Labor Relations Representative

For DISTRICT:

DATE: 1/25/17

BY: David Grimes
David Grimes
Director of Personnel

AGENDA ITEM # XV-10

Center Unified School District

AGENDA REQUEST FOR:

Dept./Site: Personnel Department

Date: April 19, 2017

To: Board of Trustees

From: David Grimes, Director of Personnel/Student Services

Action Item X

Information Item

Attached Pages

SUBJECT: CSEA

REVISED JOB DESCRIPTION

David Grimes, Director of Personnel, is requesting approval of the Governing Board on the attached revised Technology Specialist job description.

RECOMMENDATION: Approve Job Description

AGENDA ITEM # XV-10

CONSENT AGENDA

CENTER JOINT UNIFIED SCHOOL DISTRICT

JOB TITLE: Technology Specialist

DESCRIPTION OF BASIC RESPONSIBILITIES

To perform maintenance and installation of computer software, hardware and networking components. Manage mobile devices, user accounts and online curriculum and database components. Assist school site and district personnel in assessing technology needs and training. Resolve problems and provide support needed by school site personnel as they use technology in the performance of their duties. Assist teachers and provide support to students in their use of technology.

SUPERVISOR: Site Administrator

ESSENTIAL FUNCTIONS:

1. Work with district level Technology Dept. to develop strategies and procedures and assess technology needs and goals.
2. Performs troubleshooting, analysis, and resolution of computer hardware and software, networking; including WiFi networking, web-based applications and online curriculum, database applications and other related components.
3. Responds to user technology support requests.
4. Performs training and instruction for site personnel in the use of technology to perform their duties.
5. Assists and provides technical advice to administrators to develop computer standards, procedures, and implementation of technology at sites
6. Assists in the evaluation of new and existing software, web-based applications, database applications, online curriculum, hardware, networking and other related components.
7. Performs installations, maintenance and repairs of hardware, software, application systems, computer peripherals; projectors and other audio-visual devices, printers, mobile and student devices, other computer components and school site technology.
8. Assesses network problems and installs local and wide area networking components, cabling, WiFi device, network software and database applications. Establishes, manages and maintains user accounts for teacher and student devices and applications including staff and student user accounts for use of email, database applications, and online software. Provides Mobile device management, enrollment and configuration tasks in support of the district's 1:1 student technology goal.
9. Maintains documentation pertaining to site technology equipment status and inventories, software licenses, and user accounts. Collaborate with school site Tech Mentor Teacher and Teacher supervising Student Tech Team.
10. Supports the creation and maintenance of school websites.
11. Performs other duties related to computer and network technical support, maintenance, and repair as required.

CSFA
Kurt Berglund
Marie Huggins
1/25/17
David Hunsin

EMPLOYMENT STANDARDS:

Knowledge of:

- Computer, server, network-based and web-based software applications.
- Computer and network hardware and peripheral devices.
- Computer Operating Systems currently in wide use.
- Principles of analysis and design of computer systems and procedures.
- Local and wide-area networking and data communications.
- Planning, organization and direction of the computer services of the site.
- Computer hardware systems and environments, software applications utilized by the site.
- Applicable laws, codes, regulations, policies and procedures.

Ability to:

- Serve as a resource person and provide assistance in training and use of computer systems and software applications.
- Read, interpret, and apply technical publications, manuals, and other documents.
- Plan, organize and administer the computer services at the site.
- Install computer software and peripheral devices.
- Clearly document procedures and provide training for staff and users on implementation and operations requirements of systems.
- Communicate effectively in both oral and written forms.
- Meet and maintain the physical requirements necessary to perform assigned job functions in a safe and effective manner.
- Establish and maintain effective work relationships with those contacted in the performance of require duties.

EDUCATION, EXPERIENCE AND REQUIREMENTS:

- Degree from an accredited institution is desired, and advance course work is desired but not essential.
- Five (5) years of progressively greater experience including educational technology programs, hardware, and software management is highly desirable.
- Valid driver's license and evidence of insurability.
- TB test clearance.
- Criminal Justice Fingerprint clearance.

Experience should include:

- Hardware installation, repair, upgrade, and salvage.
- Software implementation and support.
- Local-area network, Wifi networking experience.

CSOP
1/25/17
R. M. Higgins

1/25/17
R. M. Higgins
R. M. Higgins

PHYSICAL CHARACTERISTICS:

- Sufficient vision to monitor activities and read various documents.
- Sufficient hearing to conduct in-person and telephone conversations.
- Sufficient dexterity to write, operate telephone and business machines.
- Ability to speak in an understandable voice with sufficient volume to be heard in normal conversational distance, on the telephone and in addressing groups.
- Physical, mental and emotional stamina to endure sometimes stressful conditions.
- Sitting or standing for extended periods of time.

1/25/17
CSFA
Kurt B. [Signature]
Remario [Signature]
David [Signature]

Revised 12/12/16

AGENDA ITEM # XV-11

Center Unified School District

AGENDA REQUEST FOR:

Dept./Site: Personnel Department

Date: April 19, 2017

To: Board of Trustees

From: David Grimes, Director of Personnel/Student Services

Action Item X

Information Item

Attached Pages

SUBJECT: CUTA BARGAINING AGREEMENT
2016 - 2019

David Grimes, Director of Personnel, is requesting approval of the Governing Board for the attached CUTA Bargaining Agreement effective July 1, 2016 – June 30, 2019.

RECOMMENDATION: Approve CUTA Bargaining Agreement

AGENDA ITEM # XV-11

CONSENT AGENDA

2016 – 2019 AGREEMENT

BETWEEN

CENTER UNIFIED TEACHERS ASSOCIATION

AND

CENTER JOINT UNIFIED SCHOOL DISTRICT

JULY 1, 2016 – JUNE 30, 2019

**CUTA PRESIDENT
VENESSA MASON**

**BOARD PRESIDENT
DELRAE POPE**

TABLE OF CONTENTS

ARTICLE		PAGE
I	AGREEMENT	1
II	RECOGNITION	1
III	SCOPE OF REPRESENTATION	1
IV	PAYROLL DEDUCTIONS/REPRESENTATION FEE	2
V	DISTRICT RIGHTS	4
VI	ASSOCIATION RIGHTS	5
VII	WORKDAY	7
VIII	WORK YEAR	10
IX	SUMMER SCHOOL	11
X	CLASS SIZE	12
XI	EVALUATION	14
XII	SAFETY	17
XIII	PERSONNEL FILES	18
XIV	TRANSFERS AND REASSIGNMENTS	19
XV	LEAVES	21
XVI	COMPLAINT PROCEDURE	26
XVII	GRIEVAMCE PROCEDURE	27
XVIII	CERTIFICATED LEAVE OF ABSENCE SUPPORT SYSTEM	30
XIX	HEALTH AND WELFARE BENEFITS	33
XX	SALARY	35
XXI	PROCEDURE FOR COURSE APPROVAL	37
XXII	STRS EMPLOYER PICK UP	39
XXIII	RETIREMENT BENEFITS	39
XXIV	SEVERABILITY	42
XXV	CONTINUITY OF OPERATIONS	42
XXVI	WAIVER	42
XXVII	ENTIRE AGREEMENT	43
XXVIII	DURATION	43
XXIX	JUST CAUSE AND DUE PROCESS	44
XXX	JOB SHARING CONTRACTS	47
APPENDIX A	SALARY SCHEDULES	51
APPENDIX B	EXTRA CURRICULAR SALARY SCHEDULE	57
APPENDIX C	CUTA/CJUSD CONTRACT TEAM	61
APPENDIX D	GRIEVANCE FORM	62
APPENDIX E	COURSE APPROVAL FORM	64
APPENDIX F	EXCHANGE DAY AGREEMENT FORM	65
APPENDIX G	CLUB STIPEND AGREEMENT FORM	66

ARTICLE I

AGREEMENT

This Agreement is between the Center Unified Certificated Employees Association, hereinafter called the "Association" and the Center Joint Unified School District, hereinafter called the "District."

ARTICLE II

RECOGNITION

- A. The District recognizes the Association as the exclusive representative for all certificated personnel except management, confidential, supervisory employees, and day-to-day substitute certificated employees.
- B. The term certificated employee, when used in this agreement shall refer only to individuals represented by the Association in the bargaining unit as defined above.

ARTICLE III

SCOPE OF REPRESENTATION

- A. The District and the Association have an obligation pursuant to the Education Employment Relations Act to meet and negotiate on matters defined in the law.
- B. All matters not specifically enumerated above are reserved to the District and are not subject to meet and negotiate. The District has the right to consult with any certificated employee or certificated employee organization on any matter outside the scope of representation.

ARTICLE IV

PAYROLL DEDUCTIONS/REPRESENTATION FEE

A. Payroll Deductions

1. The Business Office shall, after receiving appropriate written authorization from a certificated employee, deduct and make appropriate remittance for voluntary payroll deductions.
2. Request for changes/modifications to deductions must be submitted in writing to the Business Office.
3. Deductions shall be prorated for certificated employees who sign such authorization after the commencement of the school year.

B. Representation Fee

1. a. Any certificated employee who is a member of the CUTA/CTA/NEA, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months.
- b. Deductions for certificated employees who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of that school year.
2. a. A certificated employee who is not a member of the CUTA/CTA/NEA, or who does not make application for membership within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees and general assessments, payable to the Association in one lump sum cash payment in the same manner as required for the payment of membership dues, provided, however, that the certificated employee may authorize payroll deduction for such fee in the same manner as provided in section 1 of this Article.
- b. In the event that a certificated employee shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in section 1, the Association shall so inform the District, and the District shall immediately begin an automatic payroll deduction as provided in Education Code section 45061 and in the same manner as set forth in section 1 of this Article. There shall be no charge to the Association for such mandatory representation fee deductions.

3. A certificated employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting certificated employee organizations shall not be required to join or financially support CUTA/CTA/NEA as a condition of employment; except that such certificated employee shall pay, in lieu of a service fee, sums equal to such service fee for a non-religious, non-labor organizations, charitable funds exempt from taxation under section 501(c) (3) or title 26 of the Internal Revenue Code. A list is available in the Business Office. Such payment shall be made on or before October 31 of each school year.
4.
 - a. Proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting certificated employee organizations, pursuant to section 3 above, shall be made on an annual basis to the Association and District as a condition of continued exemption from the provisions of sections 1 and 2 above.
 - b. Proof of payment shall be in the form of receipts and/or cancelled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before October 31 of each school year.
5. Any certificated employee making payments as set forth in sections 3 and 4 above, and who requests that the grievance or arbitration provisions of this Agreement be used in his or her behalf, shall be responsible for paying the reasonable costs of using said grievance or arbitration procedures.
6. With respect to all sums deducted by the District pursuant to sections 1 and 2 above, whether for membership dues or representation fee, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of certificated employees for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.
7. The Association agrees to furnish any information needed by the District to fulfill the provisions of section 3 of this Article.
8. CUTA/CTA/NEA agrees to pay to the district all legal fees and legal costs incurred in defending against any court action and/or administrative action challenging the legality or constitutionality of the representation fee provisions of this agreement or their implementation.
9. CUTA/CTA/NEA shall have the exclusive right to decide and determine whether any such action or proceeding referred to in section 8 shall or shall not be compromised, resisted, defended, tried or appealed.

ARTICLE V

DISTRICT RIGHTS

- A. The District has the responsibility for the development and operation of educational programs consistent with State, Local, and Federal mandates. All matters not specifically enumerated as within the scope of negotiations in Government Code 3540 (et al) are reserved to the District. The District retains and reserves all rights, authority, duties and responsibilities vested in it by law, except as otherwise limited by the specific written provisions of this agreement.
- B. By way of illustration, and not by way of limitation, the following are included:
1. The right to adopt policies, rules, regulations, and practices.
 2. The right to supervise, direct and manage the school system including its staff, properties, facilities, and services.
 3. The right to hire certificated employees, to determine their qualifications and the conditions for their continued employment.
 4. The right to evaluate, promote, transfer, fill vacancies, assign, and/or reassign certificated employees.
 5. The right to determine staffing patterns, the numbers, and positions required.
 6. The right to discipline, terminate, and/or lay off certificated employees.
 7. The right to determine class schedules, class sizes, and hours of instructions.
 8. The right to determine curriculum, establish grade levels, and develop courses of instruction.
 9. The right to final approval and or selection of textbooks, teaching materials, and various teaching aids.
 10. The right to take action to protect pupils, certificated employees, and all other employees, and/or District property in the event of an emergency.

ARTICLE VI

ASSOCIATION RIGHTS

- A. CUTA shall have the right to use school equipment, buildings, and facilities at reasonable hours when not otherwise in use.
- B. CUTA shall have the right to post dated notices of activities and matters of Association concern on CUTA bulletin boards, at least one (1) of which shall be provided in each school building in areas frequented by certificated employees.
- C. CUTA may use the District email, inter-mail service, and certificated employee mailboxes for communications to certificated employees.
- D.
 - 1. CUTA representatives shall be permitted to transact official CUTA business on school property at reasonable times. Such business shall not conflict with any instructional responsibility.
 - 2. CUTA representatives from outside the District shall follow District rules regarding visitors.
- E. Upon written request from the CUTA President to the Director of Personnel, the District will provide or make available lawfully required public information necessary for the CUTA to perform its role as exclusive representative.
- F. Certificated employees shall have the right to consult on educational objectives, courses and curriculum, and selection of textbooks.
- G.
 - 1.
 - a. CUTA/CJUSD agree that the Association President, if a Secondary certificated employee, shall be entitled to one (1) period each workday for up to 180 days annually to conduct Association matters.
 - b. If the Association President is an Elementary certificated employee, he/she shall be entitled to up to one (1) day weekly per 180 day workyear.
 - c. The Association President shall work with his/her principal to develop a schedule each year. Any release time taken by the Association President for this purpose shall not affect his/her FTE status.
 - d. The Association shall annually reimburse the District the actual cost of the replacement for the President's release time.
 - e. The Association shall pay the District by June 30th of each year.

2.
 - a. The CUTA President or designee shall be entitled to five (5) days leave per school year for the purpose of conducting CUTA business, provided CUTA pays for the substitute.
 - b. These days shall require at least seventy-two (72) hours advance notice and mutual agreement between the CUTA President or designee and his/her principal or supervisor of the specific days to be used.
 - c. By mutual agreement of the CUTA President and The Director of Personnel, two (2) additional days may be authorized.
- H. CUTA shall file annually with the Director of Personnel and keep current the names, mailing addresses, and telephone numbers of CUTA officers and negotiation team members.
- I. Contract team representatives shall receive release time for negotiations.

ARTICLE VII

WORKDAY

- A.
 - 1. The regular work day for all full-time certificated staff shall consist of seven (7) hours and fifteen (15) minutes.
 - 2. Certificated employees shall have a duty free lunch period of no less than thirty-five (35) minutes.
 - 3. On a regular workday, every full-time classroom teacher shall be entitled to a minimum of fifty (50) minutes of preparation time.
 - 4. Within a seven (7) hours and fifteen (15) minute work day, each certificated employee shall be assigned supervisory duty.
- B. Daily work schedules may vary at each school site and shall be determined by the administration.
- C. Daily pupil contact time shall not be less than the number of instructional minutes necessary to comply with Ed. Code 46201.
- D.
 - 1. Extracurricular supervisory duty shall be assigned by the site administrator as needed beyond the regular workday on a rotating or voluntary basis.
 - 2. At secondary schools, these duties shall be assigned if necessary, but not to exceed fourteen (14) hours annually for each certificated employee.
 - 3. Certificated employees may request these duties in order of preference and a reasonable effort shall be made to accommodate.
- E.
 - 1. Minimum days for students shall not be minimum days for certificated employees.
 - 2. If a shortened student day is required due to unsafe conditions, the principal may also release certificated employees as soon as practical following student dismissal.
 - 3. If minimum days are scheduled at the secondary schools for final exams, the principal may release certificated employees as soon as practical following student dismissal for the purpose of grading exams.
 - 4. If a minimum day is scheduled on the last workday prior to winter recess, the principal may release certificated employees as soon as practical following student dismissal.

- F.
1. Certificated employees may be required to spend up to eight (8) hours per month in meetings or workshops scheduled by the District, Principal, Vice-Principal, Department Chair.
 2. Certificated employees shall not be required to remain beyond one (1) hour and thirty (30) minutes for any meeting or beyond two (2) hours for any workshop beyond regular workday.
 3. Certificated employees shall assist the site principal in adjusting the daily schedule to attempt to accommodate hours in #2 above.
 4. This section shall not restrict the scheduling of parent/certificated employee conferences, 504 meetings, Student Study meetings or I.E.P. meetings.
 5. Certificated employees shall be required to attend one (1) Back-to-School Night and one (1) Open House as determined by the Principal.
 6. Certificated employees may be requested to attend other evening meetings with parent groups and/or conferences, as scheduled by the Principal. Such meetings shall be exclusive of the eight (8) hours per month for meetings as defined above.

G. Elementary

1. Each principal shall establish the site schedule and site calendar per the contract and current practice.
2. Classroom certificated employees will have a fifty (50) minute planning/preparation period at the beginning or end of their current workday. Student supervision shall not be scheduled during this period.
3. Planning/preparation times shall be coordinated by all classroom certificated employees and the principal at each site.
4. Classroom certificated employees may also deviate from an individual workday planning/preparation schedule for a specific circumstance, if requested at least a day in advance (except for emergencies) and approved by their principal.
5. Rest breaks will be determined at the site.
6. Classroom certificated employees, who add students to their class due to the unavailability of a substitute certificated employee, shall be compensated at the negotiated hourly rate, to be divided proportionately among certificated employees' assigned students.

H. Secondary

1. Secondary certificated employees who volunteer or are required by the site administrator to cover another class shall be compensated at the contractual hourly rate. Volunteers shall be chosen first.
2. No PE certificated employee will be required to coach any stipend based athletic activity as a condition of his/her teaching assignment. certificated employees will not be reassigned to another department as a result of not coaching.
3. Secondary certificated employees working at the continuation high school who add students to their class due to the unavailability of a substitute, a certificated employee shall be compensated at the contractual hourly rate, to be divided proportionately among certificated employees assigned students.

I Volunteer Supervision

1. A certificated employee may volunteer to substitute early morning campus supervision and/or lunchtime supervision for the extra-curricular supervisory duty and before/after school duty.
2. Such exchange of duties shall be agreed upon between site administrator and certificated employee.
3. Part-time service includes professional responsibilities as determined by the site administrator. These responsibilities include, but are not limited to, Open House, Back to School Night, staff meetings, department meetings and parent/certificated employee conferences.
4. Required supervisory duties shall be prorated.

J. Department Chairs

1. Department Chairs will be appointed by the Middle and High School Principals to serve as members of each site's leadership team.
2. Each department chairperson will receive up to four (4) days per year to be used for department business. The release day will be agreed upon by the department chair and the site principal.
3. Duties and responsibilities will be maintained in writing at the site level.

K. Collaboration

1. Collaboration is a partnership among staff, site administration, and district administration.
2. The intent of collaboration time is to improve student learning and increase student achievement. Collaboration time focuses on teacher, site, and district goals.
3. When collaboration time extends beyond the regular contract day, such time fall within the eight (8) hours of meetings set up in Article VII, Section G.1 of the contract.

ARTICLE VIII

WORK YEAR

A. The work year shall consist of one hundred eighty (180) instructional days, plus three (3) pre/post workdays, for a total of one hundred eighty three (183) work days.

B. The annual workdays for certificated support staff is as follows:

Program Specialist	205
Coordinator of Categorical Programs	198
Coordinator of Curriculum	198
Title 1 Academic Coordinator	198
MAA Coordinator	193
Psychologist	193
Secondary Counselor	193
Librarian	183
Nurse	183
Program Specialist	183
Speech Therapist	183

ARTICLE IX
SUMMER SCHOOL

- A. Summer school daily work periods for classroom teachers shall be established by the summer school time schedule as prepared by the summer school principal and approved by the District Superintendent.
- B. Notification: Applications for summer school shall be filed by March 15, and initial assignments shall be made no later than May 1.
- C. Interviews and Selection: Certificated CJUSD employees who apply for summer school positions will be granted interviews for the position if there are more qualified applicants than positions. To fill all available positions, applicants who have received satisfactory or above evaluations will be placed in positions prior to outside applicants. All other applicants within the district will be considered without any priority factors. Selection of summer school teachers will be based on program needs. Notification of initial assignment to summer school shall be in writing and shall include the location of the assignment and the tentative subject to be taught.
- D. Summer school employment is at will, and may be terminated at any time by the District. Once a teacher agrees to serve in a particular assignment, every attempt will be made to maintain that assignment or to provide an appropriate alternate assignment, if possible. If a summer school class is canceled after the teacher reports to work on the first day of assignment, but prior to the beginning of the third day of actual instruction of students, the teacher shall receive compensation equivalent to three (3) days' pay.
- E. Summer School teachers will receive one day of sick leave credit for summer school service; if summer school sick leave is not used, one half-day may be carried over by the teacher to the regular school year.
- F. Hourly Rate: Summer school hourly rate is the District hourly rate. Summer school teachers will be paid to arrive 15 minutes before student arrival and to stay for 15 minutes after student dismissal, based on hourly rate.

ARTICLE X

CLASS SIZE

A. For the purposes of class size, schools shall be staffed according to the provisions of this Article.

1. Secondary

- a. The District shall make every effort to maintain its secondary staffing so that no certificated employee shall average more than 34.0 students across his or her assigned classes, except in P.E. and music classes which may average no more than 43.0 students across assigned classes.
- b. Science classes at Center High School will be capped at 34 per class.
- c. Seventh and eighth science classes at Wilson C. Riles Middle School will be capped at 32 students per class with a school wide average in these classes not exceeding 30.
- d. Certificated employees assigned a combination of academic classes and music or P.E. classes will have maximums applied to their student load on a proportional basis.
- e. Appropriate seating, adequate required materials, safety, and legal limitations will determine the maximum number of students assigned to a class.
- f. In equipment-based classes, there will be enough equipment to enable all students to complete course of study requirements.
- g. For continuation and opportunity classes, the District shall make every effort to maintain a maximum class size of 25.

2. Elementary

- a. If Class Size Reduction funds are secured, the District will staff at the state-mandated level for the grades for which the funds were secured.
- b. In the absence of Class Size Reduction funding, the District shall make every effort to maintain CSR staffing levels. Priority will be given in the following order: K—1, 2 – 3. In no event will the average exceed 32.0.
- c. The District shall make every effort to maintain its grades 4 – 6 staffing at an average of 32.0.
- d. Appropriate seating, adequate required materials, safety, and legal limitations will determine the maximum number of students assigned to a class.

3. The following certificated employees shall not be included in computing staffing allocations: counselors, librarians, special education certificated employees, psychologists, categorically-funded certificated employees and nurses.
 4. Special Education classes, excluding Learning Center and Study Skills classes, will be limited to a class size based on program-mandated levels. If the limit is exceeded, the policy established for all certificated employees will be implemented.
- B. The District will work with site administrators to balance class loads within the first 15 school days of each semester.
- C. If, after 30 school days, a certificated employee's class size average exceeds the limit stated in Section A, the certificated employee may select one of the following options:
- Receive a budget allotment of \$100 for supplies and/or materials.
 - Sign a class size waiver.

Certificated employees who voluntarily exceed the student contact or class size maximum will not be eligible for the additional supplies/materials funding.

ARTICLE XI

EVALUATION

- A. Certificated employee evaluation shall be the responsibility of the District Administration.
- B.
 - 1. The District shall establish standards of expected student achievement at each grade level in each area of study.
 - 2. Department Chairs and department members shall participate with the Administration in the development and implementation of these standards.
 - 3. Elementary certificated employees at appropriate grade levels or subject areas shall participate with the Administration in the development and implementation of the standards.
- C. The District shall evaluate certificated employee competency as it reasonably relates to:
 - 1. Progress of pupils toward the standards established pursuant to B:1 above, and, if applicable, the state adopted academic content standards as measured by state-adopted criterion-referenced assessments.
 - 2. Instructional techniques and strategies used by the certificated employee.
 - 3. Certificated employee adherence to curricular objectives.
 - 4. Establishment and maintenance of a suitable learning environment, within the scope of the employee's responsibilities.
 - 5. Required duties and professional responsibilities as delineated on the evaluation forms.
- D. The District shall establish and define job responsibilities for Certificated support staff whose responsibilities cannot be evaluated appropriately under the provisions of Section C above. The District shall evaluate their competency as it reasonably relates to those responsibilities.
- E. The evaluation of certificated employee competence shall not include the use of publishers' norms established by standardized tests.
- F. Certificated employees may observe other certificated employees and offer constructive comments. These comments shall be for collegial purposes only.

G.

EVENT	PERSON RESPONSIBLE	DATE
Inform all staff of employment status, review evaluation procedures, and provide evaluation handbook	Administrator	Within the first month of school
Develop and share Professional Learning Goals with administrator	Certificated Employee	Within the first month of school
Check progress of Professional Learning Goals	Administrator/Certificated Employee	Annually
Pro-observation conference and review of Formal Observation Lesson Plan	Administrator/Certificated Employee	Prior to formal observation date
Formal Observation	Administrator/Certificated Employee	Before winter break
Reflection Form and evidence	Certificated Employee	Prior to post observation conference
Formal Observation Form (administrator observation/feedback)	Administrator/Certificated Employee	Prior to post observation conference
Post observation conference	Administrator/Certificated Employee	Within five (5) working days of formal observation
Final evaluation conference	Administrator/Certificated Employee	Within thirty (3) days prior to the last day of school
Written response (optional)	Certificated Employee	Within ten (10) working days of receipt of documents
Informal observations	Administrator/Certificated Employee	Throughout the school year
Additional formal observations	Administrator/Certificated Employee	As needed

H. Observations, both informal and formal, will occur at the discretion of the Site Administrator. Observations not attached to the formal evaluation will remain at the site level.

- I.
1. Formal evaluations will be made on a continuing basis: at least once each school year for probationary personnel; at least every other school year for personnel with permanent status; and at least every three (3) years for permanent certificated employees who have been with the District for at least ten (10) years, are highly qualified according to California Education Code, and whose previous evaluation was satisfactory. Additional annual evaluations may occur at the discretion of the Site Administrator. Formal evaluations are a part of the employee's personnel file.
 2. For permanent certificated employees on a three (3) year evaluation cycle, formal evaluations may be extended up to five (5) years if mutually agreed upon by the Site Administrator and the certificated employee being evaluated, per Education Code 44664a.

J. When any permanent certificated employee has received an unsatisfactory overall evaluation, per current practice, the District shall evaluate the certificated employee annually using the evaluation form until the certificated employee achieves a positive evaluation or is separated from the District.

- K. In the event a certificated employee is not performing his or her duties in a satisfactory manner, according to standards prescribed by the District, the Principal/Site Administrator shall notify the certificated employee in writing and describe the unsatisfactory performance. He/she shall then confer with the certificated employee, make specific recommendations as to areas of improvement, and attempt to assist the certificated employee.
- L.
1. Any evaluation which contains an unsatisfactory rating of a certificated employee's performance in the area of teaching methods or instruction may include the requirement that the certificated employee shall, as determined necessary by the District, participate in a program designed to improve appropriate areas of the certificated employee's performance and to further pupil achievement and the instructional objectives of the District.
 2. The District shall pay the fees for any class required by the District under this provision, unless the class provides units, which will lead to advancement on the Salary Schedule.

ARTICLE XII

SAFETY

- A. Certificated employees shall not be required to work under unsafe or hazardous conditions or to perform tasks, which endanger their health and safety.
- B. Certificated employees shall immediately report potential situations of unsafe or hazardous conditions to their principal or supervisor. The principal or supervisor shall then immediately report the matter to the Superintendent and/or proper District department for appropriate action.
- C. Certificated employees may use reasonable force as necessary to protect themselves from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within the control of a pupil.
- D. Certificated employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or supervisor. The principal or supervisor shall then immediately report the incident to the Superintendent and appropriate authorities.
- E. Certificated Employee attendance shall not be required whenever student attendance is not required due to inclement weather. However, make-up days will be scheduled as needed to fulfill contractual obligations.
- F. The District shall provide liability insurance per Ed Code Section 35208.
- G. The District shall provide Worker Compensation Insurance as mandated by state law.
- H. Each school site has written procedures for emergency communication and response to/for certificated employees among its classrooms, buildings, and site office.
- I. Air conditioning and heating will be provided in each classroom on year round school. If at any time the temperature of the classroom exceeds 90 F, certificated employees may immediately relocate with their students to predetermined areas, or minimum days will be declared, or the school day will be adjusted. Specific procedures will be developed at each site.

ARTICLE XIII

PERSONNEL FILES

- A. Materials in the certificated employee personnel file, except as noted in B below, shall be made available for inspection by the certificated employee involved.
- B. Materials which shall be excluded from the inspection shall be limited to ratings, reports, or records that were obtained prior to the certificated employee's hire date, were prepared by identifiable examination committee members, or were obtained in connection with a promotional examination.
- C. Every certificated employee shall have the right to inspect these materials in section A above, upon request, provided that the request is made at a time when the Certificated Employee is not actually required to render District services.
- D.
 - 1. Information of a derogatory nature, except material mentioned in Section B, shall not be entered or filed unless and until the certificated employee is given ten (10) days notice and an opportunity to review and comment.
 - 2. A Certificated employee shall have the right to enter, and have attached to any derogatory statement, his/her own comments. The review shall take place during normal business hours, and the certificated employee shall be released from duty for this purpose without salary reduction.

ARTICLE XIV

TRANSFERS AND REASSIGNMENTS

A. Definitions

1. Transfer: The movement of a certificated employee from one school site to another.
2. Reassignment: The movement of a certificated employee from one subject area to another subject area, or from one grade level to another grade level at the same school site by the school site administration. Such movement is the responsibility of the site administration.
3. New Position: Any certificated position that is added to a site or District.
4. Open Position: A currently-filled position that becomes available due to being vacated.
5. District-wide Seniority: The certificated employee's initial date of service (first workday) in the District.
6. Change of Position: A currently-filled position that changes in hours or nature of assignment due to change in funding or adjustment in programs.

B. Voluntary Transfers

1. Newly-created or vacated positions will be posted for at least five (5) days prior to the closing date of the position. The postings will be located in the Personnel Department and on the District Web Site. Certificated employees will also be notified of these positions via e-mail.
2. All District applicants who meet the position's eligibility requirements will be considered for an interview. A request to transfer must include a letter of interest and a current resume.
3. It is understood that the best interests of the students, the site and the district, as determined by the administration, shall be the primary factors in all voluntary transfers.
4. A transfer request shall not be denied arbitrarily, capriciously, or without basis in fact.
5. If a certificated employee's request for a voluntary transfer is denied, the employee, upon request, shall be granted a meeting with the Director of Personnel to discuss the reasons for the denial.

C. Involuntary Transfers

1. Involuntary transfers will be made only after efforts to make the transfers voluntary.
2. Involuntary transfers will be made for the following reasons:
 - a. A decrease in the number of pupils that requires a decrease in the number of certificated employees at a specific site.
 - b. Elimination of a program and/or funding.
 - c. Worksite closing.
3. The District will notify the Association, in writing, as to the reasons for the transfer. The District will consider written input from the Association before the transfer takes place.
4. If an involuntary transfer becomes necessary, the certificated employee with the least seniority with the appropriate credential shall be transferred.
5. A list of vacancies shall be made available to all certificated employees being involuntarily transferred. Those certificated employees may request a transfer to those positions. Certificated employees with the most seniority shall get first choice of current openings.
6. If a particular site is to be closed, certificated employees at that site shall be accorded first priority for filling new or vacant positions at the site or sites to which the pupils at the closing site are being placed. Certificated employees from the closed site shall also be accorded first priority in filling all vacancies that arise for which they have an appropriate credential. When two (2) or more certificated employees apply for the same vacancy, the position shall be given to the certificated employee with the greatest seniority.
7. Notice of involuntary transfer will be given to a certificated employee as soon as practical.
8. A certificated employee to be involuntarily transferred may request a meeting with his/her principal and/or the Director of Personnel. At that meeting, the necessity for the move will be explained.
9. Certificated employees required to transfer during the school year will receive one (1) day release time as well as transportation of materials to the new assignment.
10. If the certificated employee's classroom assignment changes, the District is responsible for moving district materials.

ARTICLE XV

LEAVES

A. Sick Leave

1. Sick leave is defined as days of absence for illness or injury or quarantine, or disability caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom.
2. All certificated employees shall earn ten (10) days sick leave during each school year.
3. Certificated employees who begin service after the beginning of the school year, or who serve less than a full school year, shall earn sick leave on a pro-rated basis.
4. Part-time certificated employees shall be allowed sick leave in the same proportion that their service time is to full-time.
5. Sick leave days may be accumulated by probationary and permanent certificated employees, only if not used in the year for which granted. Total sick leave, which can be accumulated by any certificated employee under this Agreement for sick leave, shall be unlimited.
6. Verification of illness or injury may be required from a licensed physician; a medical release to return to work may also be required.
7. Any certificated employee who has sick leave accumulated from another California school district at the time hired shall be credited with the accumulated days in accordance with the law. It is the certificated employee's responsibility to notify the District Personnel Office in writing, so that the necessary details may be completed.
8. The District shall notify an employee, in writing, whenever salary is being deducted for absence.

B. Exhaustion of Sick Leave

1. When a certificated employee is absent for illness or injury for a period of five (5) school months or less, whether or not the absence arises out of or in the course of employment, the amount deducted from his/her salary for any month in which the absence occurs shall not exceed the sum which is actually paid to a day to day substitute to fill his/her position during the absence, or if no substitute was employed, the amount which would have been paid the substitute had one (1) been employed.
2. The period for differential pay begins after exhaustion of the certificated employee's current annual sick leave and runs concurrently with accumulated sick leave.

C. Personal Necessity Leave

1. Upon prior approval, current and accumulated sick leave may be used by the employee, at his/her election, in cases of personal necessity.

2. The following are reasons in which personal necessity leave may be used.
 - a. Death of a member of the certificated employee's or spouse's immediate family as defined in Bereavement Leave.
 - b. Attendance at a funeral.
 - c. Accident involving the certificated employee, a member of his/her family, or his/her personal property or the personal property of a member of his/her family.
 - d. Serious or critical illness of a member of the immediate family.
 - e. Required appearance in court as litigant or witness under an official order.
 - f. Paternity Leave at the birth of a child.
 - g. Illness of daycare or continuing care provider for family members.
 - h. Such other reasons as may be approved by the Director of Personnel.
3. Any absence under personal necessity shall be verified in writing by a professional medical advisor, a law enforcement officer, a court official, or by a certificated employee affidavit.

D. Confidential Leave

1. Certificated employees may use up to three (3) Personal Necessity Leave days as Confidential Days a year which do not require an explanation. The certificated employee shall submit a leave request into the district approved procedure for approval at least two (2) work days in advance of the requested leave.
2. Confidential Days shall not normally be granted to extend a vacation period or provide additional days off immediately preceding or following a holiday.
 - a. The Site Administrator and Director of Personnel may authorize Confidential Days for unique individual certificated employee circumstances.
 - b. Each request shall be individually considered and shall not serve as a precedent for any other or future request.
3.
 - a. A certificated employee shall be granted emergency leave from service up to three (3) days each school year with pay, for reasons of a critical illness, accident, or necessary surgery to a member of the immediate family.
 - b. Necessity for such leave shall be verified in writing by the attending physician.
 - c. Requests for this leave shall be made to the certificated employee's principal or supervisor.

E. Bereavement

1.
 - a. These days are provided for a certificated employee to attend the funeral, memorial service, or to grieve following the death of a member of his/her immediate family.
 - b. Such leave is not to exceed three (3) consecutive days or five (5) consecutive days if travel of least three hundred seventy-five (375) miles one (1) way is necessary in order to attend the funeral or memorial service.
 - c. The District may require verification of the immediate family death and/or travel greater than three hundred seventy five (375) miles.
 - d. This leave is to be taken within thirty (30) calendar days of the immediate family member's death.
 - e. If additional bereavement leave days are necessary, certificated employees may use available personal necessity leave.
2. The immediate family is defined as the spouse of the certificated employee or the following relations of the certificated employee or spouse:
 - mother/father
 - grandmother/grandfather
 - son/daughter
 - son-in-law/daughter-in-law
 - brother/sister
 - aunt/uncle
 - relative living in the certificated employee's home
3. Additional bereavement leave days shall be deducted from personal necessity leave.
4. Request for bereavement leave shall be made to certificated employee's principal or supervisor.

F. Jury Duty

1. Certificated employees may be absent from duty to serve as jurors without loss of pay. Fees paid to certificated employees for such service shall be payable to the District.
2. Any certificated employee called for jury duty shall inform their principal or supervisor, who may attempt to have the certificated employee excused.

G. Leave of Absence

1. Upon a certificated employee's written request, the Board may grant up to a one (1) year unpaid leave of absence.

2. Reasons for leave may include but not be limited to the following examples:

Child Adoption	Exchange Teaching
Child Rearing	Health
Dependent Care	Maternity
Educational Improvement	Political Activity
Educational Travel	Religious Observations

3. The certificated employee and the site principal/supervisor shall attempt to agree, in advance, upon a mutually agreeable leave schedule including starting/return dates. Except in unusual circumstances, all leaves shall be scheduled at the beginning and end of a certificated employee's track, trimester, or semester.
4. a. A certificated employee on leave shall be entitled to a teaching position that is appropriate to his/her credential(s) upon return to the District, if the certificated employee provides written notification to the District, of his/her intention to remain or not remain in District Service, not less than sixty (60) days prior to his/her return date.
- b. A certificated employee MAY be considered to have declined employment and MAY be terminated, if he/she fails to notify the District of his/her intention to remain or not remain in District service.
- c. A certificated employee who was on leave and fails to report for duty after having notified the District of his/her intention to remain in District service MAY be considered to have declined employment and MAY be terminated.
- d. Certificated employees and the District shall follow all required Ed Code procedures for a., b., and c. above.

H. Military Service

As required by Education Code 44800/Government Code

I. Family Care Leave: Summary of Code and Policy

California Family Rights Act of 1993 (CFRA)

1. Eligibility

- a. Prior employment in District for twelve (12) months (at least 1,250 hours during this period).
- b. Certification of the certificated employee's health condition or eligible family member may be required by the District.

2. Leave Allowances

- a. Leave may be authorized for up to twelve (12) work weeks in a twelve (12) month period for the birth, adoption or foster care placement of a certificated employee's child or for a certificated employee's serious health condition or that of certificated employee's child, parent, or spouse.
- b. An additional leave period for up to four (4) months if a certificated employee is disabled by pregnancy, childbirth, or related medical conditions, may be available. (This pregnancy related provision is available separate from the twelve (12) weeks even though a certificated employee may not meet the Eligibility Requirements.) The basic minimum duration is two (2) weeks, which must conclude within one (1) year of birth or placement for adoption or foster care.

3. Notice Requirement

- a. A certificated employee shall request family care and medical leave in writing, at least thirty (30) days before commencement date of the leave.
 - b. If the leave becomes necessary less than thirty (30) days before its commencement, the certificated employee shall provide such notice as soon as practicable.
4. The use of this leave may impact certain certificated employee benefits and seniority date. If considering this form of leave please contact the Personnel Department for more details. (Board Administrative Regulation 4161.8 and Government Code.)

J. Industrial Accident and Illness Leave of Absence

As required by Education Code 44984

ARTICLE XVI

COMPLAINT PROCEDURE

- A.
 - 1. Complaints shall be made in accordance with Board Policy/Administrative Regulation 1312.1.
 - 2. Complaints by a parent/guardian or member of the community should be made directly to the certificated employee against whom the complaint is being filed.
 - 3. If any complaint is not made directly to the certificated employee, the complaint shall be referred to the certificated employee by the supervisor/designee within five (5) days unless prohibited by board policy or current law.
- B. If the complaint is not resolved informally, the parent/guardian or member of the community may, within ten (10) working days of "A" above, appeal in writing and direct it to the certificated employee's supervisor/designee.
- C. Prior to the supervisor/designee reaching a decision on the complaint, he/she shall provide an opportunity for all parties to meet to present factual information, and to allow for explanation, clarification, and resolution of the issue.
- D. If the complaint, after review by the supervisor/designee remains unresolved, he/she shall refer the complaint, together with his/her report of the situation to the Director of Personnel.
- E. Prior to the Director of Personnel reaching a decision on the complaint, he/she shall attempt to provide an opportunity for all parties to meet to present factual information, and to allow for explanation, clarification, and resolution of the issue.
- F. The District will consider the complaint dropped if the parent/guardian or member of the community fails to appeal in writing or attend the meetings described above.
- G. After the meeting, if any, has been held, the Director of Personnel shall render a decision, which shall be final unless the parent/guardian or member of the community, the certificated employee, or the Superintendent requests a closed hearing before the Board. If the certificated employee requests, an open hearing will be held.
- H. Every effort should be made to resolve the complaint as early as possible.
- I. Complaints, which are withdrawn, are proven false, or are not sustained by any hearing procedure, shall not be placed in the certificated employee's personnel file.

ARTICLE XVII

GRIEVANCE PROCEDURE

- A.
 - 1. A grievance is a claim by one or more unit members or the Association that there has been a violation, misinterpretation, or misapplication of a provision of this Agreement.
 - 2. An alleged violation under another jurisdiction set up by State or Federal law shall not be subject to this procedure.
 - 3. If a certificated employee has a matter (s)he desires to discuss with his/her Principal/Supervisor, (s)he may do so without recourse.
- B.
 - 1. The purpose of this procedure is to reach equitable solutions to contract problems which may arise.
 - 2. The Contract Team agrees the grievance procedure will be kept as informal and confidential as may be appropriate at any level.
- C. The term "days" shall mean days when the District Central Office is open for business.
- D.
 - 1. CUTA shall have the right to initiate a grievance involving a certificated employee or group of certificated employees, but only with his/her or their signed approval.
 - 2. By mutual agreement, two (2) or more identical grievances may be combined into a single group grievance for the purpose of processing.
 - 3. If a grievance arises as a result of any action or inaction by an administrator other than the Grievant's Principal/Supervisor, the certificated employee may present such grievance at Level Two.
- E.
 - 1. Failure by a certificated employee to abide by the time limits shall cause the grievance to be considered withdrawn.
 - 2. Failure by the District to abide by the time limits shall cause the grievance to automatically progress to the next level.
 - 3. The above time limits may be extended by mutual consent.
- F. Informal
 - 1. The certificated employee alleging a grievance will first discuss the matter with his/her Principal/Supervisor with the objective of resolving it informally. This meeting shall take place within ten (10) days of the alleged violation occurring or when the grievant reasonably should have been aware of it occurring.

2. Both the certificated employee and Principal/Supervisor shall sign the grievance form verifying the date and results of the meeting.
3. The grievant may be accompanied by a CUTA representative.

G. Formal

1. Before submitting a written grievance, the certificated employee shall first discuss the matter with CUTA Grievance Chair to determine if a valid grievance exists.
2. If determined that such does exist, the Grievance Chair shall assist the certificated employee in preparing the correct written format.
3. A written grievance shall be clear and concise and include the following:
 - a. Certificated employee(s) name, position, and work site.
 - b. Specific article(s) and section(s) of the agreement alleged to have been violated.
 - c. Circumstances including the facts, dates, names, and places as appropriate.
 - d. Specific remedy sought.
 - e. Date and result of the informal discussion.
 - f. Date delivered to the Principal/Supervisor.

H. Level One

1. If the issue is not resolved by the informal discussion, the certificated employee may submit a written grievance to the Principal/Supervisor within ten (10) days of the informal meeting.
2. The Principal/Supervisor shall review the grievance and communicate a decision to the grievant in writing within ten (10) workdays of receipt of the written grievance. The certificated employee shall send a copy of the Principal/Supervisor decision to the Director of Personnel and Grievance Chair.
3. The certificated employee has five (5) days to notify the Grievance Chair, in writing, of his/her intent to proceed to Level Two.

I. Level Two

1. The Director of Personnel and Grievance Chair shall meet within five (5) days, to establish a Grievance Hearing Committee.
2. The committee shall be made up of an equal number of District and CUTA members.
3. At the beginning of the committee meeting, the Grievant and the District may present his/her case prior to the committee's deliberation.

4. The committee shall meet within ten (10) days of being informed to review all facts, make a decision, and submit it in writing to the Grievant within five (5) days of their meeting.
5. A mutually acceptable resolution of the issue by the committee shall be binding on all parties.

J. Level Three

1. If the committee is unable to resolve the matter at the hearing, the Director of Personnel and Grievance Chair shall meet, within five (5) days, to contact the State Conciliation Service and request the services of a Mediator to assist in the resolution of the grievance.
 2. The Grievance Hearing Committee shall meet with the Mediator at times that are mutually convenient.
 3. The parties may develop "ground rules" for this process themselves, or develop "ground rules" with the Mediator, or permit the Mediator to establish "ground rules".
 4. A mutually acceptable mediated settlement shall be binding on all parties.
- K. All preparation, filing, or presentation of grievances shall be at times other than when a certificated employee or the Grievance Chair is to be at their assigned duties.
- L. Association representatives on the committee shall receive reasonable periods of release time for meeting with the District committee representatives.
- M. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from certificated employee personnel files.

ARTICLE XVIII

CERTIFICATED LEAVE OF ABSENCE SUPPORT SYSTEM

- A.
1. CUTA and the District will maintain a Certificated Leave of Absence Support System (CLASS), also known as the Catastrophic Leave Bank, pursuant to Education Code 44043.5 for use by certificated employees who have exhausted all paid leave entitlement due to catastrophic illness or injury.
 2. Days in the Catastrophic Leave Bank shall accumulate from year to year.
 3. The Catastrophic Leave Bank shall be administered by a joint committee comprised of two members appointed by the Association and two members appointed by the District. The terms of the committee shall be staggered two-year terms.
- B. Eligibility and Contributions
1. All certificated employees on active duty with the District are eligible to contribute to the Catastrophic Leave Bank.
 2. Participation is voluntary, but requires annual contribution to the Bank. Only contributors will be permitted to withdraw from the Bank.
 3. The annual rate of contribution by each participating certificated employee for each school year shall be one day of sick leave, the legal minimum required.
 4. Contributions shall be made between July 1 and October 1 of each school year. Certificated employees returning from extended leave which included the enrollment period and new hires will be permitted to contribute within thirty calendar days of beginning work. The District shall supply enrollment forms for the Catastrophic Leave Bank to all new certificated employees and those certificated employees returning from leave.
 5. New certificated employees hired after October 1 who would otherwise be eligible to participate may contribute to the Catastrophic Leave Bank within 30 days of their hire date.
- C. Withdrawal from the Bank
1. Catastrophic Leave Bank participants whose sick leave is exhausted may withdraw from the Bank for catastrophic illness or injury. Catastrophic illness or injury shall be defined as any illness or injury that incapacitates a certificated employee or a member of the certificated employee's family for over ten consecutive duty days which requires the certificated employee to take time off work to care for that immediate family member as defined by Article XVI Section D.2 in the CUTA District Agreement.

2. The first ten days of illness or disability must be covered by the certificated employee's own sick leave, differential leave, or leave without pay. Withdrawals shall become effective immediately upon the exhaustion of sick leave or the waiting period, whatever is greater. For example, if a certificated employee contributed when first eligible to contribute and had ten days of accumulated sick leave when the illness began, she/he shall begin withdrawing upon the eleventh duty day, if otherwise eligible. If the certificated employee had fifteen days of sick leave at the beginning of the illness, she/he shall begin withdrawing days on the sixteenth duty day. If the certificated employee had five days of sick leave at the beginning of the illness, she/he shall begin withdrawing days on the eleventh duty day.
3. Withdrawals from the Catastrophic Leave Bank shall be granted on a daily basis not to exceed thirty days per request. At no time shall the total withdrawal days granted to any individual exceed thirty days within one school year. Certificated employees applying to withdraw from the Catastrophic Leave Bank will be required to submit a medical doctor's statement indicating the nature of the illness or injury and the probable length of absence from work. Members of the Committee shall keep information regarding the nature of the illness confidential. A certificated employee's withdrawal from the bank may not exceed beyond the current school year.
4. Leave from the Bank may not be used for illness or disability which qualified the certificated employee for worker compensation benefits unless the certificated employee has exhausted all worker compensation leave and her/his own sick leave.
5. If the Catastrophic Leave Bank does not have sufficient days to fund a withdrawal request, the Committee is under no obligation to provide days and the District is under no obligation to pay the participant any funds whatsoever. If the Committee denies a request for withdrawal, or an extension of withdrawal, because of insufficient days to fund the request, they shall notify the certificated employee, in writing, of the reason for the denial.

D. Administration of the Bank

1. The committee's authority shall be limited to administration of the Bank. The committee shall approve all properly submitted requests complying with the terms of this Article. Withdrawals may not be denied on the basis of the type of illness or disability.
2. Applications shall be reviewed and decisions of the committee reported to the applicant, in writing, within five duty days of receipt of the application.
3. The committee shall keep all records confidential and shall not disclose the nature of the illness except as is necessary to process the request for withdrawal.
4. By October 5 of each school year, the District shall notify the committee of the total number of days available in the Bank.

5. If the Catastrophic Leave Bank is terminated for any reason, the days remaining in the Catastrophic Leave Bank shall be returned to the then current members of the Bank proportionately.
- E. Certificated Management, Classified Management and Confidential employees may participate in the Catastrophic Leave Bank.

ARTICLE XIX

HEALTH AND WELFARE BENEFITS (Effective 1/1/17)

- A. For calendar year 2016, the District will make available three (3) plans of Western Health Advantage and two (2) plans of Kaiser for employees.
- B. Full time employees may elect one (1) of the following health coverage plans:

	<u>E</u>	<u>E + 1</u>	<u>E + F</u>
Western Health Advantage HMO			
District Allowance	\$611.31	\$815.61	\$1,164.37
Employee Pays	\$17.57	\$501.92	\$716.58
Western Health Advantage - 420			
District Allowance	\$505.59	\$739.37	\$1,055.54
Employee Pays	\$64.18	\$454.33	\$648.61
Western Health Advantage HDHP			
District Allowance	\$465.62	\$886.90	\$1,266.16
Employee Pays	\$12.82	\$115.46	\$164.83
Kaiser HMO			
District Allowance	\$566.36	\$826.48	\$1,180.69
Employee Pays	\$114.54	\$603.41	\$862.01
Kaiser HDHP			
District Allowance	\$413.85	\$856.63	\$1,223.71
Employee Pays	\$41.35	\$99.28	\$141.88

- C. The District will reimburse \$50 of the Emergency Room Services charge. Applicable claims incurred by this charge shall be submitted on District reimbursement forms which are available in the Business Office. The District will reimburse employee for verifiable claims within thirty (30) calendar days of receipt in the Business Office; reimbursement checks shall be sent to employee's home address.
- D. Full time Employees may elect one (1) of the following dental coverage plans:

Delta Dental \$2000 Cap	
District Allowance	\$110.20
Employee Pays	\$31.09
Delta Dental PPO	
District Allowance	\$98.72
Employee Pays	\$19.59

Full time Employees hired after (1/1/05 for classified and 11/1/98 for certificated) shall only be eligible for the PPO coverage plan as shown above.

- E. Full time Employees who are not already covered by Kaiser vision, may elect the following vision coverage plan:
- Vision Service Plan (VSP)**
- | | |
|--------------------|---------|
| District Allowance | \$28.99 |
| Employee Pays | \$0 |
- F. Certificated employees electing plans or coverage which exceed the District allowance will have the additional monthly premium amount deducted from their monthly wages on a pre-tax basis per IRS rules.
- G. Full time certificated employees shall be provided \$25,000 level term life insurance coverage for themselves.
- H.
1. Certificated employees working between half (1/2) time and full time shall be eligible for health and welfare benefits on a pro-rated basis.
 2. Newly hired certificated employees shall be eligible for health and welfare benefits coverage beginning the first day of the month following their start date.
 3. Certificated employees whose workweek has increased (See #1 above) shall be eligible for a corresponding increase in the pro-rated level of their health and welfare benefits coverage beginning the first day of the month following the change in their workweek.
 4. Failure to provide all required accurate and completed forms in a timely manner may cause a delay in implementation of health and welfare benefits coverage.
- I.
1. Any certificated employee who completes a full school year of service is entitled to twelve (12) months of health and welfare benefits for that full year of service.
 2. Certificated employees who teach less than a full ten (10) month school year and leave the District shall have their benefits terminate on the last day of their last month of District service.
- J.
1. The District will permit its retired certificated employees to remain in the District-offered health and welfare benefit of their choice and for which they are eligible at their own expense. Arrangements for advance payment shall be made with the Business Office.
 2. Retired certificated employees electing 1 (above) are required to join Medicare, if eligible. The District will provide information regarding medical supplementary coverage.
- K. The parties shall follow the rules and regulations of the Carriers/Administrators.
- L. Federal law allows employees to contribute pre-tax dollars to a Section 125 Plan, which may be used to pay for child care costs, dependent care costs or unreimbursed medical costs.

ARTICLE XX

SALARY

- A. The Salary Schedules are under Appendix A.
- B. Certificated employees required to work additional full workdays will be paid their daily rate. This excludes payment for summer school and special assignments.
- C.
 - 1. Daily rate is calculated by dividing the certificated employee's annual salary by his/her work year.
 - 2. Work year is defined as one hundred eighty-three (183) workdays for traditional year certificated employees.
- D.
 - 1. Certificated employees must be in a paid status at least seventy five percent (75%) of the previous work year to be eligible for any step advancement.
 - 2. Each certificated employee shall move down one (1) step on the salary schedule at the beginning of each contract year, until reaching the maximum salary for that column.
 - 3. Certificated employees who advance on the salary schedule from one (1) column to another shall also advance to the appropriate step based on their years of District experience.
- E.
 - 1. Certificated employees required to use their own automobiles in the performance of their duties and/or who are assigned to more than one (1) school per day, shall be reimbursed for mileage.
 - 2. The rate shall be the current IRS mileage allowance, for all driving following arrival at the first location at the beginning of their workday to departure from the last location at the end of their workday.
- F.
 - 1. Certificated employees new to the District or returning after a break in service shall be allowed year for year service up to Step 8 on the salary schedule.
 - 2. For initial placement on the salary schedule only teaching experience in K-12 schools after acquiring a valid and appropriate credential will be accepted.
 - 3. For certificated employees holding a valid CTE credential and employed by the District to teach CTE courses, non-teaching experience related to the employee's assignment shall be considered in addition to teaching experience for initial placement on the salary schedule.
- G.
 - 1. Certificated employees working a traditional school year may elect to be paid on a ten (10) month (August - May) or twelve (12) month (September - August) schedule.
 - 2. Certificated employees currently on a twelve (12) month (July/June) schedule shall have the option of remaining on that pay schedule.

3. Certificated employees who wish to change pay options, may do so one (1) time between July 1 and August 31.
 4. If a certificated employee has received salary in advance of service and leaves the District for any reason, he/she will be responsible for paying back to the District any prepaid salary received.
- H
1. Certificated employees shall earn compensation based on prorated daily certificated employee periods/teaching minutes (student contact time).
 - a. At the elementary level, part-time certificated employees will be paid using the following formula: actual teaching minutes divided by total of one (1) FTE teaching minutes times one (1) FTE salary
 1. Example: $155 \text{ minutes} / 310 \text{ minutes} \times \$60,000 = \$30,000$
 2. Example: $.50 \text{ FTE} \times \$60,000 = \$30,000$
 - b. At the secondary level, part-time certificated employees will be paid using the following formula: actual teaching periods divided by total of one (1) FTE teaching periods times one (1) FTE salary
 1. Example: $3 \text{ teaching periods} / 5 \text{ teaching periods} \times \$60,000 = \$36,000$
 2. Example: $.60 \text{ FTE} \times \$60,000 = \$36,000$
 - c. At the secondary level, certificated employees teaching a class during their preparation period will be paid using the following formula: one (1) FTE schedule plus preparation period divided by five (5) teaching periods times one (1) FTE salary
 1. Example: $6 \text{ teaching periods} / 5 \text{ teaching periods}$
 2. Example: $1.20 \text{ FTE} \times \$60,000 = \$72,000$
 - d. At the secondary level, certificated employees teaching a class during their preparation period for less than one school year will be paid using the following formula: one (1) FTE plus preparation divided by number of teaching periods multiplied by daily rate.

Example: $(7 \text{ teaching periods} / 6 \text{ teaching periods}) \times (\$60,000 / 183) = 1.1666 \times \$327.87 = \$382.49/\text{day}$

ARTICLE XXI

PROCEDURE FOR COURSE APPROVAL FOR DISTRICT SALARY CREDIT

- A. The certificated employee will submit the Request for Course Approval form to the principal or supervisor.
- B. After the principal or supervisor has made a determination, the form will be sent to the Certificated Personnel Technician at the District Office.
- C.
 - 1. Certificated employees requesting prior approval for course work must submit completed forms to their principal or supervisor a minimum of ten (10) working days before the class begins.
 - 2. Certificated employees taking classes for District credit without prior approval have no assurance that approval will be granted.
- D. Approval will be granted for units received from accredited institutions under the following criteria:
 - 1. Units related to subject areas stated on the teaching credential.
 - 2. Units necessary for completion of a new teaching major or minor, if the subject is taught within the district.
 - 3. Units necessary for credential additions or modification, if the subject is taught within the district.
 - 4. Units recommended by the certificated employee's principal/supervisor.
 - 5. Units toward a Masters or Doctoral degree, which are directly related to the certificated employee's assignment or other educational credits used within the district.
 - 6. Units related to current assignments including extra-curricular activities.
- E.
 - 1. Attendees at district workshops approved for credit by the Superintendent or designee will be awarded credit at the rate of one (1) semester unit for each fifteen (15) hours of attendance.
 - 2. Continuing Education Unit (CEU) will be awarded two-thirds (2/3) of a semester unit credit.
 - 3. Quarter units are converted to semester units by multiplying the quarter units by two-thirds (2/3).

- F.
 - 1. To receive credit for approved completed courses from the prior year, certificated employees shall submit official transcripts to the Personnel Office by October 15.
 - 2. If an official transcript is not available by the above date, other verification of completion including grade reports must be submitted for review by October 15. Credit will not be posted until the official transcript is received by the Personnel Office, but no later than December 1, to be credited for that year.
- G.
 - 1. Units shall accumulate from year to year until sufficient for salary schedule class advancement.
 - 2. Certificated employees shall be eligible for Salary Class advancement if they submit official transcripts or other acceptable evidence necessary to verify the course credits needed to the Personnel Office prior to October 15 of each year.
- H. Credit will not be granted for courses/workshops for which the District has paid registration, fees, stipends, expenses, and/or daily rates. Exceptions:
 - 1. Credit will be granted if the certificated employee uses personal necessity leave (business) to attend courses/workshops.
 - 2. Credit will be granted for courses/workshops for which the District has paid registration fees if taken outside the regular work day.
- I.
 - 1. If a certificated employee questions a decision disapproving a course, he/she may appeal to the Course Evaluation Committee whose decision will be final.
 - 2. This committee will be composed of two (2) certificated employees chosen by the Association and two (2) administrators chosen by the district.
- J.
 - 1. Only units acquired after earning a BA shall be considered for Class placement or advancement.
 - 2.
 - a. Graduate units earned in the final semester prior to the posting of the BA will be considered for class placement, if the units were earned as part of a master's program to which the certificated employee has been officially admitted.
 - b. Certificated employee must provide verification of official admission.
- K. Community college units earned prior to date of hire are not eligible for Salary Schedule credit.
- L.
 - 1. Failure by the District to adhere to the procedures of this Article may be subject to a grievance.
 - 2. The course approval form (justification, determinations, and approval/disapproval) is not subject to a grievance.

ARTICLE XXII

STRS EMPLOYER PICK UP

- A. 'STRS' Employer Pick Up" is a program covered by provisions of Internal Revenue Code Section 414 (h) (2), whereby the current certificated employee contribution rate is non-taxable when reported as paid by the employer. This contribution is still considered part of the certificated employee's compensation for everything except tax treatment.
- B. There shall be no cost to the District for the maintenance of this program except for normal payroll costs. If any additional or unexpected costs occur, this Article shall be reopened upon the request of either party.
- C. The District and CUTA acknowledge that it is the individual's responsibility to seek professional advice concerning individual tax situations, and neither is liable for any individual investment consequences of this Agreement.
- D. If litigation, legislation, STRS, IRS/FTB administrative rule, or regulation modifies this program, it shall be void on the date of the modification and the provision shall be renegotiated.

ARTICLE XXIII

RETIREMENT BENEFITS

- A. Certificated employee eligibility for retirement benefits are subject to the following:
 - 1. Twenty (20) years of District service.
 - 2. At least age fifty-five (55).
 - 3. Certificated employee with a hire date prior to July 1, 2017, shall be eligible to receive the same District paid, Employee Only, health, dental, and vision benefit options as covered by the current CJUSD/CUTA Agreement.
 - 4. Certificated employees who enter District employment and the STRS retirement system on or after July 1, 2017, the maximum monthly District contribution to such health, dental, and vision shall not exceed \$750 per month.
 - 5. For certificated employees with a hire date prior to July 1, 2017, District paid health coverage shall be effective for a maximum of five (5) years or to age sixty-five (65), whichever comes first.

6. For certificated employees who enter District employment and the STRS retirement system on or after July 1, 2017, District paid health coverage shall be effective for a maximum of three (3) years or to age sixty-five (65), whichever comes first.
7. The District will permit its retired certificated employees to remain in the District-offered health care plan of their choice and for which they are eligible at their own expense. Arrangements for advance payment shall be made with the Business Office.
8. Retired certificated employees electing the above are required to join Medicare if eligible. The District will provide information regarding medical supplementary coverage.

B Outside the Coverage Area – Stipend Option

1. A retiree who otherwise qualifies for the benefits outlined in Section A of this Article, but who lives outside the coverage area of all medical plans offered by the District, shall be provided, for the sole purpose of assisting with health care premiums, a monthly monetary stipend. The monthly stipend amount shall not exceed the actual premium cost of the retiree-only medical insurance, or the District's least-expensive monthly premium contribution toward an employee only HMO (not high deductible) provided to current certificated employees, whichever is less.
2. The "outside the coverage area" stipend option will be offered only to those retirees who live outside the coverage area of ALL HMO options (not high deductible) offered by the District to current certificated employees.
3. In addition to the basic qualifications listed in Section A of this Article, eligibility for the "outside the coverage area" stipend will require the retiree to provide the following to the District on an annual basis:
 - a. Written verification of current address showing residency outside the coverage area.
 - b. Written verification of current medical coverage including monthly premium cost.
 - c. Written verification that the retired employee is married as the primary policyholder of the coverage.
4. The employee shall be allowed to take the "Outside the Coverage Area – Stipend Option" within 30 days of losing active employee coverage or losing retiree coverage elected through Section A of this Article. If the employee does not elect the "Outside the Coverage Area – Stipend Option" during this election period, the retiree may be denied further opportunity to do so.

C. Timeline for Implementation of Section B

1. The benefits provided for retirees under Section B of this Article shall be granted only to those who retired from the District on or after January 1, 2013.
2. Implementation of Section B of this Article will commence beginning January 15, 2014. No retroactive premium payments or stipends for months prior to this date will be provided by the District.

ARTICLE XXIV

SEVERABILITY

- A. If any provisions of the Agreement or any application of the Agreement to any certificated employee shall be found contrary to law by a state or federal court or agency other than the District, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect.
- B. The provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties.

ARTICLE XXV

CONTINUITY OF OPERATIONS

- A. The parties agree and understand that there will be no illegal failure to fully and faithfully perform job functions and responsibilities, and that there will be no illegal interference with the ongoing operation of the District.
- B. The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement, and to make every effort toward inducing all certificated employees to do so.

ARTICLE XXVI

WAIVER

- A. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are in this Agreement.
- B. The District and the Association voluntarily and unqualifiedly waive the right and agree that the other shall not be obligated to bargain collectively with respect to any subject or matter specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE XXVII

ENTIRE AGREEMENT

- A. This Agreement supersedes and cancels all previous Agreements, verbal or written, or based on alleged past practices between the District and the Association, and constitutes the entire agreement between the parties.
- B. Any supplemental amendment or agreement shall not be binding upon either party unless executed in writing by the parties.
- C. Matters of common concern may be subject to negotiation during the period of this Agreement upon request of mutual agreement of both parties.

ARTICLE XXVIII

DURATION

- A. Should one (1) or both parties elect to terminate the current Contract Team process (Appendix C), Sections B., C., D., below shall then be in effect.
- B. This Agreement shall become effective upon ratification by both parties and shall continue in effect through June 30, 2019.
- C. Reopeners for each school year shall be limited to:
 - 1. Salary
 - 2. Health and Welfare Benefits
 - 3. One (1) Article selected by each party
- D. CUTA shall commence the negotiations process to amend this Agreement no earlier than April 1 of each school year.

ARTICLE XXIX

JUST CAUSE AND DUE PROCESS

A. Purpose

1. This article is to establish just cause and due process for disciplinary actions affecting bargaining unit members up to short- term suspensions without pay.
2. No bargaining unit member will be disciplined, reduced in rank or compensation, nor otherwise subjected to adverse action as a result of alleged misconduct, without "just cause."
3. The parties endorse the utilization of this Agreement and the contractual grievance proceedings. Any alleged misconduct which can be remedied by progressive discipline must be remedied in accordance with this Agreement.
4. District action to terminate employment remunerated under "Extra Pay for Extra Services" contracts as specified in this Agreement shall not be reviewable under this article unless such termination is for a disciplinable offense.

B. General Provisions

1. Upon request, bargaining unit members have the right to secure and utilize Association representation for any disciplinary considerations.
2. Bargaining unit members shall have the right to rebut any written warning or reprimand by submitting a written statement of their position. Such written rebuttal shall be attached to the warning or reprimand.
3. The bargaining unit member shall acknowledge receipt of all documents intended for placement in his/her personnel file in the manner set forth in the "Personnel File" article of this Agreement. The unit member's acknowledgement shall not be deemed to indicate their agreement with the contents of the document.

C. Levels of Progressive Discipline

1. Informal Level: The parties agree that disciplinary questions and/or issues are best resolved by means of objective discussion between supervisors and bargaining unit members. This is the first step prior to formal discipline.
2. Written Warnings: Written warnings issued to the bargaining unit member constitute the first level of formal discipline.

3. **Written Reprimand:** Written reprimands for placement into the bargaining unit member's personnel file constitute the second level of formal discipline. The District must append to the reprimand any prior written warnings and/or reprimands which are to be relied upon for any purpose.
4. **Suspensions without Pay:** A second written reprimand for placement into the bargaining unit member's personnel file, or suspensions without pay (not to exceed fifteen [15] working days), shall constitute the third level of formal discipline. The District must append to the reprimand any prior written warnings and/or reprimands which are to be relied upon for any purpose.
5. **Implementation:** While progressive discipline levels may not be bypassed arbitrarily or capriciously, it is mutually recognized that certain conditions warrant full or partial bypass of such levels.
 - a. The District retains its right to suspend with pay in accordance with the California Education Code. In the event the District subsequently seeks to invoke formal discipline under grounds covered by this article, such action will be governed under the provisions of this Agreement.
 - b. "Gross Misconduct" warranting immediate implementation of dismissal proceedings in accordance with the California Education Code.
 - c. Serious misconduct of such a critical nature that it justifies bypassing earlier levels of progressive discipline.

D. Notice and Appeal of Suspension without Pay

1. The District may suspend a unit member without pay for fifteen (15) workdays or less per school year for just cause. Before discipline is imposed, the District shall notify the unit member, in writing, at least five (5) workdays prior to implementation of such proposed disciplinary action.
2. The notice shall contain a specific statement of the act(s), omission(s), or infraction(s) upon which the disciplinary action is based, the proposed disciplinary action to be taken by the District, and a statement of reasonable professional expectations, rules, regulations, or statutes which the unit member is alleged to have violated.
3. The unit member will be provided a notice of the right to appeal the proposed suspension by filing a written request, within five (5) workdays of service of the notice, to meet with and respond to the Superintendent as to why the unit member should not be suspended without pay.

4. Within ten (10) workdays following the meeting with and opportunity to respond, the Superintendent shall notify the unit member of his/her determination. The decision of the Superintendent shall be final.

E. Derogatory Information

1. Personnel records are mandatory permanent records which the district is required by law to retain indefinitely (5 Cal Code Regs Section 16023).
2. Notwithstanding the foregoing, formal discipline documents will be sealed in a bargaining unit member's personnel file upon request of the member, if at least four years have passed without further misconduct.
3. Sealed documents shall be placed in a sealed envelope in the personnel file and not used for any purpose or released to anyone without the member's written consent, except as follows: (1) by order of a court of competent jurisdiction that member's interest in confidentiality yield to the disclosure of some or all of any such documents; (2) in response to a lawful subpoena; (3) in the event of litigation between the parties; (4) as otherwise required by law.

F. Mutual Disciplines

The District and the Association agree to conform to the following disciplines in order to provide for fair, thorough and objective joint consideration in any proceeding:

1. Reasonable good faith disclosure of known facts, circumstances and evidence relied upon by the District in its determination of disciplinary action.
2. Diligent joint effort to effect appropriate confidentiality, proper interpersonal behavior and objective communication during initial consideration and subsequent review of any disciplinary issue.

ARTICLE XXX

JOB SHARING CONTRACTS

A Job share assignments are offered by the District to balance short-term interests of certificated employees and educational needs of the District.

1. Job share is one (1) full-time teaching assignment (FTE) filled by two (2) permanent certificated employees.
2. Job sharing shall be considered for only full time teaching assignments in grades K-6.
3. A job share is defined as each partner working 50/50 of the number of student attendance days, or working a 60/40 percent division of the number of student attendance days. At no time shall the combined shared portions of a job share equal more or less than one (1) FTE.
4. In addition to the percentage of attendance days worked, both partners will work the following school days and school activities:

Teacher Work Days (Student non-attendance days)
First Day of School
Last Day of School
Back to School Night
Open House
Parent Conferences
District and school required professional development

- C
1. Job share assignments shall be filled only by qualified certificated employees who have jointly requested to work together. Qualified means that each partner meets all of the following criteria: (a) currently employed by the District in permanent status, (b) properly credentialed and highly qualified for the assignment, and (c) most recent evaluation was satisfactory.
 2. Certificated employees interested in a job share shall file a written leave request and a job share plan with the Director of Personnel. Requests shall be filed no later than February 1 for the coming school year.
 3. The District shall advise each job share applicant, not later than March 1, of the decision to grant or deny the leave request. An employee may request, and shall receive, written reasons for denial of the request.
 4. If a job share application is denied by the District, the petitioning employees shall have 10 days, from the time of notice of denial, to rectify and resubmit any portions of the application deemed unacceptable by the District. The District's decision after such reapplication shall be final.

- D 1. A job share assignment shall be granted for a period of one (1) school year.
2. If the job share is deemed successful by the site administrator, the participants may request renewal of the job sharing leave, not later than February 1 for the upcoming school year.
3. If one (1) partner fails to complete a job share assignment, for any reason, the agreement is nullified and the unfinished time of service in that school year will be assigned by the District to the other partner.
- E 1. The two partners will jointly develop a written plan for the job share using the District-provided Job Share Application (available in the Personnel Office). The completed plan must have the signed approval of the site principal before it is submitted to the Director of Personnel for final approval.
2. The job share plan must include written details outlining how each of the partners will be jointly responsible to fulfill duties relating to each of the following areas:
- Lesson planning
 - Classroom instruction
 - Maintenance of student records
 - Development of report cards
 - Classroom management
 - Student discipline
 - Parent communication
 - Parent meetings other than Parent Conferences
 - SST, IEP, and Section 504 meetings
 - Correction of student work and providing timely student feedback
 - Maintaining a record of student assignments and grades
 - Communication and coordination between partner teachers
 - Early out days
 - Faculty meetings
 - Adjunct duties
- F 1. The portion of the school year not worked, as prescribed in the approved job share agreement, shall be considered a non-paid leave of absence for that school year.
2. Sick leave and personal necessity leave (including confidential days) shall be earned pro-rata in alignment with the percentage of one (1) FTE the participant works. Leaves for bereavement or jury duty shall not be affected by any of the provisions of this article.
3. A job share teacher must work the equivalent of 75% of one (1) FTE to be granted one (1) year's service credit on the certificated salary schedule for the purpose of advancing a step.

4. Each partner teacher shall receive pro-rated credit toward step advancement on the certificated salary schedule based on the percentage of the school year the teacher worked. Credit shall be accumulative from year to year. A teacher must accumulate at least 75% of the days of one (1) FTE in order to advance a step on the certificated salary schedule for the following school year.
 5. A job share teacher's column movement on the certificated salary schedule shall not be affected by any of the provisions of this Article.
 6. Job share participants' seniority date shall be maintained as the first day of service within the district.
 7. Certificated employees are advised to consult with STRS before entering into a job share agreement. Entering into a job share agreement shall constitute the certificated employee's understanding of and acceptance that STRS service credit may be affected by the job share.
- G 1. When a job share teacher has a need to be absent, that teacher shall follow the priority order for obtaining a substitute:
- a. The partner teachers may agree to use an "exchange day" which means that the other partner will substitute, and that the absent teacher shall reciprocate within the same school year on a day-for-day basis. Exchange days shall be limited to five (5) per partner (for a maximum total of ten (10) days) during a school year. The site principal must approve any additional days.
 - b. A partner shall have the first choice to serve as the absent partner's substitute, and shall receive the current daily long-term substitute rate of pay for each day substituted in that class. The absent teacher shall have deducted the appropriate category for the absence.
 - c. When the partner cannot reasonable substitute, the absent teacher shall request a substitute through the normal district procedure.
- For letters (a) and (b) above, the absent teacher shall notify the site administrator of the absence as soon as practical. In all but emergency situations, notification shall be given prior to the start of the school day on which the absence occurs.
2. Failure of a job share teacher to complete exchange day obligations within the same school year shall result in a loss of pay for the day(s) not reciprocated. That pay will go to the partner teacher who worked the additional days(s).
 3. Exchange days may not be used to avoid service obligations.

- H 1. Certificated employees working under an approved job share agreement for a regular full time position shall be entitled to a choice in the District's contribution for health and welfare benefits as follows:
- a. On a pro-rata basis for each participant,
 - b. By mutual agreement between both participants in writing, District coverage on one of the two participants as outlined in Article XX (Health and Welfare Benefits).
 - c. Both may decline the benefit

Options (b) and (c) above shall be provided only when the job share teacher(s) not taking the benefit coverage provide(s) proof of adequate medical insurance coverage from another source.

- 2. At no time shall the combined dollar amount paid by the District for health and welfare benefits to job share partners exceed the dollar amount paid by the District for benefits provided for one (1) FTE.
 - 3. Choice of coverage shall be effective for the duration of the current job sharing agreement and may not be switched back and forth between the two participants within the same school year.
- I 1. When a job share agreement is terminated or otherwise not renewed, reasonable efforts shall be made by the District to accommodate teachers returning to full time status at their current school site.
- 2. If both teachers are returning to full time status and can be accommodated at the same school site, the site administrator shall have the authority to determine each teacher's assignment.
 - 3. If both teachers are returning to full time status and the school site has just one full time assignment available for which both teachers are credentialed, seniority shall prevail between the two teachers.
- J The number of job share agreements will not exceed three (3) at any school site and will not exceed one (1) at any grade level within a school site.

CENTER JOINT UNIFIED SCHOOL DISTRICT
CERTIFICATED SALARY SCHEDULE - APPENDIX A

2016-2017 (183 days)

STEPS	CLASS I BA	CLASS II BA + 36	CLASS III BA + 48	CLASS IV BA + 60	CLASS V BA + 72*
1	40,163	42,173	44,280	46,494	
2	41,770	43,859	46,052	48,354	
3	43,440	45,614	47,894	50,288	
4	45,177	47,438	49,810	52,300	
5	46,984	49,335	51,803	54,392	
6	48,864	51,309	53,875	56,567	59,398
7	50,818	53,361	56,031	58,829	61,774
8	52,851	55,495	58,272	61,183	64,244
9		57,715	60,603	63,630	66,815
10			63,027	66,175	69,487
11				68,822	72,268
12				71,576	75,158
14				73,727	77,413
16				75,939	79,734
18				78,216	82,127
20				80,563	84,591

For each Masters \$500

For each PHD/ED \$750

Must be in the District at least five (5) years prior to movement into Class V.

CENTER JOINT UNIFIED SCHOOL DISTRICT
PSYCHOLOGISTS, COUNSELORS, AND SCHOOL NURSES

SALARY SCHEDULE - APPENDIX A-2

2016-2017 (193 Days)

STEPS	CLASS I BA	CLASS II BA + 36	CLASS III BA + 48	CLASS IV BA + 60	CLASS V BA + 72*
1	42,356	44,476	46,699	49,033	51,487
2	44,050	46,255	48,567	50,995	53,546
3	45,813	48,105	50,509	53,035	55,688
4	47,645	50,029	52,529	55,156	57,915
5	49,551	52,030	54,630	57,362	60,232
6	51,532	54,112	56,816	59,657	62,641
7	53,594	56,276	59,088	62,043	65,147
8	55,738	58,527	61,451	64,525	67,753
9		60,869	63,910	67,105	70,463
10			66,466	69,790	73,282
11				72,582	76,213
12				75,485	79,261
14				77,750	81,638
16				80,084	84,088
18				82,486	86,611
20				84,960	89,207

For each Masters \$500
For each PHD/ED \$750

Must be in the District at least five (5) years prior to movement into Class V.

CEMTER JOINT UNIFIED SCHOOL DISTRICT

PROGRAM SPECIALIST

SALARY SCHEDULE - APPENDIX A-3

2016/2017 (205 Days)

STEPS	CLASS I BA	CLASS II BA + 36	CLASS III BA + 48	CLASS IV BA + 60	CLASS V BA + 72*
1	49,652	52,136	54,744	57,481	
2	51,637	54,222	56,934	59,780	
3	53,703	56,390	59,211	62,172	
4	55,851	58,646	61,580	64,658	
5	58,085	60,992	64,043	67,245	
6	60,408	63,432	66,604	69,934	74,187
7	62,824	65,969	69,269	72,732	77,153
8	65,337	68,608	72,039	75,641	80,240
9		71,352	74,921	78,667	82,647
10			77,917	81,814	85,954
11				85,086	89,392
12				88,488	92,966
14				91,141	95,758
16				93,875	98,630
18				96,692	101,589
20				99,593	104,576
For each Masters \$500 For each PHD/ED \$750					

Must be in the District at least five (5) years prior to movement into Class V.

CENTER JOINT UNIFIED SCHOOL DISTRICT

PROGRAM SPECIALIST

SALARY SCHEDULE – APPENDIX A-4

2015/2016 (183 Days)

STEPS	CLASS I BA	CLASS II BA + 36	CLASS III BA + 48	CLASS IV BA + 60	CLASS V BA + 72*
1	39,765	41,755	43,842	46,034	
2	41,356	43,425	45,596	47,875	
3	43,010	45,162	47,420	49,790	
4	44,730	46,968	49,317	51,782	
5	46,519	48,847	51,290	53,853	
6	48,380	50,801	53,342	56,007	58,810
7	50,315	52,833	55,476	58,247	61,162
8	52,328	54,946	57,695	60,577	63,608
9		57,144	60,003	63,000	66,153
10			62,403	65,520	68,799
11				68,141	71,552
12				70,867	74,414
14				72,997	76,647
16				75,187	78,945
18				77,442	81,314
20				79,765	83,753
For each Masters	\$500				
For each PHD/ED	\$750				

Must be in the District at least five (5) years prior to movement into Class V.

CENTER JOINT UNIFIED SCHOOL DISTRICT

TITLE 1 ACADEMIC COORDINATOR

SALARY SCHEDULE - APPENDIX A-5
2016/2017 (198 Days)

	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V
STEPS	BA	BA + 36	BA + 48	BA + 60	BA + 72*
1	43,454	45,630	47,909	50,305	
2	45,192	47,455	49,825	52,317	
3	47,000	49,353	51,818	54,410	
4	48,880	51,327	53,891	56,586	
5	50,835	53,381	56,046	58,850	
6	52,868	55,516	58,288	61,204	64,266
7	54,983	57,737	60,619	63,652	66,838
8	57,183	60,047	63,044	66,198	69,511
9		62,448	65,566	68,847	72,291
10			68,189	71,601	75,182
11				74,465	78,191
12				77,444	81,318
14				79,763	83,755
16				82,156	86,269
18				84,620	88,859
20				87,158	91,522
For each Masters \$500 For each PHD/ED \$750					

Must be in the District at least five (5) years prior to movement into Class V.

CENTER JOINT UNIFIED SCHOOL DISTRICT

MAA COORDINATOR

SALARY SCHEDULE A-6

2016/2017 (193 Days)

POSITION	WORK YEAR	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
MAA COORDINATOR	193	\$74,717	\$76,958	\$79,267	\$81,644	\$84,094	\$86,617	\$89,215

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

**CENTER JOINT UNIFIED SCHOOL DISTRICT
APPENDIX B - STIPENDS**

EXTRA CURRICULAR ATHLETICS

2016/17

All Extra-Curricular positions must be authorized and approved in advance by administration on a yearly basis. Appointments will be made for a one school year term. The need for an assistant coach will be determined by the number of athletes involved in the sport and at the discretion of the principal in consultation with the athletic director.

Comprehensive High School

SPORT	STIPEND
Athletic Director	\$4,773.60
BASEBALL	
Varsity Head	3,712.80
JV Head	2,652.00
Varsity Assistant	2,386.80
BASKETBALL	
Varsity Head	3,712.80
JV Head	2,652.00
FR Head	2,652.00
Varsity Assistant	2,386.80
CROSS COUNTRY	
Varsity Head (Girls & Boys)	3,712.80
Assistant	2,386.80
FOOTBALL	
Varsity Head	3,712.80
JV Head	2,652.00
FR Head	2,652.00
Varsity Assistant	2,386.80
GOLF	
Varsity Head	3,712.80
CHEER/DANCE	
Spirit Leader	3,712.80
Spirit Assistant	2,386.80
Dance Team Advisor	2,386.80
OTHER	
All Other Assistant Coach (Up to 10 per school year)	2,386.80

SPORT	STIPEND
SOCCER	
Varsity Head	\$3,712.80
JV Head	2,652.00
Varsity Assistant	2,386.80
SOFTBALL	
Varsity Head	3,712.80
JV Head	2,652.00
Varsity Assistant	2,386.80
SWIMMING	
Varsity Head (Girls & Boys)	3,712.80
Assistant	2,386.80
TENNIS	
Varsity Head (Girls & Boys)	3,712.80
JV Head	2,652.00
Varsity Assistant	2,386.80
TRACK	
Varsity Head (Girls & Boys)	3,712.80
JV Head	2,652.00
Varsity Assistant	2,386.80
VOLLEYBALL	
Varsity Head	3,712.80
JV Head	2,652.00
FR Head	2,652.00
Varsity Assistant	2,386.80
WRESTLING	
Varsity Head	3,712.80
JV Head	2,652.00
Varsity Assistant	2,386.80

Continuation High School

SPORT	STIPEND
Athletic Coach	\$1,856.40

Middle School

SPORT	STIPEND
Athletic Director	\$2,386.80
7 th Grade Boys Basketball	1,856.40
8 th Grade Boys Basketball	1,856.40
7 th Grade Girls Basketball	1,856.40
8 th Grade Girls Basketball	1,856.40
7 th Grade Flag Football	1,856.40
8 th Grade Flag Football	1,856.40
7 th Grade Track	1,856.40
8 th Grade Track	1,856.40
7 th Grade Volleyball	1,856.40
8 th Grade Volleyball	1,856.40

Coaches of athletic teams advancing into the playoffs or section competitions will receive an additional 7% of his/her current extra-curricular stipend for each additional week required.

A 3% longevity bonus will be rewarded at 6 years of coaching a sport in the district. A 6% longevity bonus will be rewarded at 8 years of coaching a sport in the district. A 9% longevity bonus will be rewarded at 10 years of coaching a sport in the district. Longevity bonus will begin in the 2014-2015 school year and will be based on cumulative years of coaching within the district.

Any percentage increase to the salary schedule will be applied to stipends and the hourly rate effective July 1st of the following school year.

**CENTER JOINT UNIFIED SCHOOL DISTRICT
APPENDIX B - STIPENDS**

EXTRA CURRICULAR NON-ATHLETICS

2016/17

All Extra-Curricular positions must be authorized and approved in advance by administration on a yearly basis. Appointments will be made for a one school year term.

Stipends

A. COMPREHENSIVE HIGH SCHOOL

Leadership/Academics

Activity Director	\$4,773.60
Center HS Testing Coordinator	3,712.80
Class Advisors	2,652.00
Club Advisors	1,060.80
Link Crew Coordinator	1,060.80
Dance Production Coordinator	1,060.80
Renaissance Coordinator	1,060.80
SST Coordinator	1,591.20
AVID Coordinator	1,060.80
Yearbook Advisor	2,652.00
Newspaper Advisor	1,591.20
Department Chair	2,121.60
Academic Decathlon Advisor	1,326.00
Asst. Academic Decathlon Advisor	795.60
Performing Arts Center Coordinator	3,182.40
Music Director	2,864.16
Drama Director	2,970.24

CONTINUATION HIGH SCHOOL

Leadership/Academics

Testing Coordinator	1,060.80
Club Advisors	1,060.80

C. MIDDLE SCHOOL

Leadership/Academics

Department Chair	\$2,121.60
Activities Director	1,591.20
Drama Director	1,591.20
Yearbook Advisor	1,591.20
Music Director	1,591.20
WEB Advisor	1,591.20
AVID Coordinator	1,591.20
SST Coordinator	1,591.20
Club Advisor	1,060.80
Intramural Coordinator	1,060.80

Stipends

D. ELEMENTARY ACTIVITIES

Leadership/Academics

Music Director	\$1,591.20
Head Teacher	2,121.60
SST Coordinator	1,591.20
Club Advisor	1,060.80

E. DISTRICT

District GATE Coordinator	\$2,121.60
Site GATE Coordinator	1,060.80
District Geography Bee Coordinator (Grades 4-6)	530.40

F. HOURLY RATES (All Levels)

Hourly/Summer Programs	\$37.13
------------------------	---------

When the district requires professional development beyond the contract, unit members will be paid the above rate with written pre-approval (see appendix) from administration.

Any percentage increase to the salary schedule will be applied to stipends and the hourly rate effective July 1st of the following school year.

APPENDIX C

CUTA/CJUSD CONTRACT TEAM

MEMO TO: All Certificated Employees/Administrators
FROM: CUTA/CJUSD Contract Team
DATE: January 9, 1992
SUBJECT: Negotiations

- - - - -
The Contract Team Agrees that negotiations shall be accomplished through a collaborative effort. The team agrees to:

1. Create a climate of trust and honesty in dealing with each other;
2. Open communication with each other so it becomes undesirable and unnecessary to present extreme positions;
3. Treat one another with dignity and openness even when there is disagreement or difficulty;
4. Prepare joint news releases to ensure dissemination of accurate and non-inflammatory information about the proceedings;
5. Avoid raising and sunshining extreme proposals and prevent extreme positional bargaining;
6. Develop mechanisms to diagnose problems and expedite efficient problem resolution;
7. Deal with problems brought up by either party and develop methods and processes to efficiently and effectively resolve them;
8. Avoid ideological posturing and focus on issues needing attention;
9. Attempt to understand the real issues underlying proposals and move sincerely and forthrightly to resolve these problems;
10. Arrive at consensus solutions and settlements.

APPENDIX D
CUTA/CJUSD
GRIEVANCE FORM

(Review Article XX Grievance Procedures prior to filling out this form)

A. Information:

Certificated Employees(s)

Date

Work Site

Position

B. Informal:
(Certificated Employee and Principal/Supervisor)

Meeting Date

Result of meeting: _____

Certificated Employee(s)

C. Formal:
(Certificated Employee Grievance Chair)

Meeting Date

Certificated Employee(s)

Grievance Chair

1. Basis of grievance:

2. Clear statement of facts:

3. Specific remedy sought:

D. Level One:
Date submitted to Principal/Supervisor: _____

Principal/Supervisor Response:

Principal/Supervisor

Certificated Employee(s)

Date

Response Acceptable: _____

Response Unacceptable _____

E. Level Two:
(Grievance Committee)

Meeting Date

Committee Decision: _____

Committee Members:

Certificated Employee(s)

Date

Response Acceptable: _____

Response Unacceptable _____

F. Level Three:
(State Mediation)

Meeting Date

Mediated Settlement: _____

APPENDIX E
CENTER JOINT UNIFIED SCHOOL DISTRICT
REQUEST FOR COURSE APPROVAL

TO BE FILLED OUT BY CERTIFICATED EMPLOYEE:

Name: _____

School Site: _____

Phone: _____

Date: _____

Teaching Assignment: _____

Course Title: _____

Course Number: _____

Class Date(s): _____

CHECK APPROPRIATE BOX (ES):

Instruction: _____

_____ University Class

Semester Unit: _____

_____ CEU (Continuing Ed. Unit)

Quarter Unit: _____

_____ District Professional Development

Name of Institution _____

_____ District Paid (e.g., registration, fees,
and/or expenses)

ATTACH A COPY OF THE CLASS/COURSE/PROFESSIONAL DEVELOPMENT DESCRIPTION

TO BE FILLED OUT BY SITE ADMINISTRATOR/SUPERVISOR

Approved: _____ Disapproved: _____

Justification:

Site Principal's/Supervisor's Signature

Date

TO BE FILLED OUT BY COURSE EVALUATION COMMITTEE

Decision/Justification:

Date

Certificated Employee

Certificated Employee

Administrator

Administrator

APPENDIX F

EXCHANGE DAY - AGREEMENT FORM

Certificated Employee A and Certificated Employee B

have agreed to an exchange of instructional days.

Certificated employee A is scheduled for Exchange Service on the Following Dates: _____

Certificated employee B is scheduled for Exchange Service on the Following Dates: _____

Special Conditions or Requirements: _____

SIGNATURES/DATES

Certificated Employee A

Certificated Employee B

Date

Date

Principal

Principal

Date

Date

Each certificated employee has read and understands Article IX, Section B., EXCHANGE DAYS, in the CUTA/CJUSD Agreement.

APPENDIX G

CLUB STIPEND AGREEMENT FOR _____ SCHOOL YEAR

Name of Club: _____

Advisor(s): _____

Who and how many are eligible to join this club? How will participants be selected?

What are the club goals? What are the planned projects and activities for this club?

I understand and acknowledge the following (all must be checked):

☐ In order to receive a stipend, this form must be approved and signed by a site administrator prior to the commencement of the club.

☐ One stipend of \$_____ will be paid. It will be split evenly between advisors unless otherwise noted below:

☐ A minimum of 28 student contact hours of club activities within a school year, outside the normal work day, is required in order to qualify for a club stipend.

☐ This agreement is for the current school year only. Approval for one school year does not constitute approval, either for the club or the advisor, in a successive school year.

☐ A tentative club calendar or schedule of events is attached.

Signed in agreement with the above:

Club Advisor: _____ Date: _____

Club Advisor: _____ Date: _____

Site Administrator Approval:

Site Administrator: _____

Center Joint Unified School District

Dept./Site: Superintendent's Office

To: Board of Trustees

Date: April 19, 2017

From: Scott A. Loehr, Superintendent

Principal/Administrator Initials:

AGENDA REQUEST FOR:

Action Item X

Information Item _____

Attached Pages 2

SUBJECT: Employment Agreement Amendment - Superintendent

Section III, Salary - Add Item #2d

RECOMMENDATION: CJUSD Board of Trustees Approve the Employment Agreement Amendment for the Superintendent.

CONSENT AGENDA

EMPLOYMENT AGREEMENT AMENDMENT

This Agreement is entered into by and between the GOVERNING BOARD, hereinafter referred to as "BOARD," and on behalf of the CENTER JOINT UNIFIED SCHOOL DISTRICT of Sacramento County, California, hereinafter referred to as the "DISTRICT," and Scott A. Loehr, hereinafter referred to as the "SUPERINTENDENT," effective April 19, 2017.

IT IS HEREBY AGREED by the parties hereto that the employment Agreement between the Board and the Superintendent dated July 29, 2009 is hereby amended effective April 19, 2017, as follows:

CONTRACT AMENDMENT

Amended Contract Section III. Salary Item #2: (addition of Item 2d)

- d. **Beginning July 1, 2016, the Superintendent's base salary (established as amendment November 18, 2015) will be increased by 1.0% to establish his new base salary for future years. Additionally, for the 2016/17 school year only, the Superintendent will receive a 1% lump sum payment of his annual 2016/17 base salary.**

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement effective on the date and year first hereinabove written.

SUPERINTENDENT

GOVERNING BOARD, CENTER
JOINT UNIFIED SCHOOL DISTRICT

SCOTT A. LOEHR

KELLY KELLEY

Dated: _____

DELRAE POPE

NANCY ANDERSON

DONALD WILSON

JEREMY HUNT

Center Unified School District

AGENDA REQUEST FOR:

Dept./Site: Center Adult School

Action Item X

To: Board of Trustees

Information Item

Date: April 4, 2017

Attached Pages 2

From: David French

Principal's Initials: DF

**SUBJECT: 2016/2017 SALARY SCHEDULES
ADULT EDUCATION**

Please find attached salary schedules for Adult Education Certificated and Classified employee groups. All salary increases of 1% will be retroactive to July 1, 2016

RECOMMENDATION: Approve Salary Schedules

CONSENT AGENDA

Adult Education Salary Schedule: Classified

The Classified Center Adult School staff will be paid on the CSEA currently approved salary schedule with the exception of the Adult Education Childcare Provider position.

Adult Education Childcare Provider

Hourly Wage Schedule for Adult Ed. Childcare provider					
1	2	3	4	5	6
\$11.00	\$11.00	\$11.00	\$11.55	\$12.13	\$12.74

Salary Schedule for Center Adult School Certificated Teachers

2016/2017

Salary Determination Based on 1281 hrs/year

STEP	CLASS A BA or Std. Desgn. Cred. with 2yrs. Voc. Or Trade Exp.	CLASS B BA + 15 or Std. Desgn Cred. With 5 Yrs. Voc or Trade Exp.	CLASS C BA + 30 or Std. Desgn. Cred. With 8 Yrs. Voc. Or Trade Exp.	CLASS D BA + 45 or Std. Desgn. Cred. With 11 Yrs. Voc. Or Trade Exp.	CLASS E BA + 60 or Std. Desgn. Cred. With 14 Yrs. Voc. Or Trade Exp.
1	41,001	41,821	42,657	43,511	44,381
2	41,821	42,657	43,511	44,381	45,269
3	42,657	43,511	44,381	45,269	46,174
4	43,511	44,381	45,269	46,174	47,098
5	44,381	45,269	46,174	47,098	48,040

Hourly Rate

STEP	CLASS A BA or Std. Desgn. Cred. with 2yrs. Voc. Or Trade Exp.	CLASS B BA + 15 or Std. Desgn Cred. With 5 Yrs. Voc or Trade Exp.	CLASS C BA + 30 or Std. Desgn. Cred. With 8 Yrs. Voc. Or Trade Exp.	CLASS D BA + 45 or Std. Desgn. Cred. With 11 Yrs. Voc. Or Trade Exp.	CLASS E BA + 60 or Std. Desgn. Cred. With 14 Yrs. Voc. Or Trade Exp.
1	32.01	32.65	33.30	33.97	34.65
2	32.65	33.30	33.97	34.65	35.34
3	33.30	33.97	34.65	35.34	36.05
4	33.97	34.65	35.34	36.05	36.77
5	34.65	35.34	36.05	36.77	37.51

\$500 annual for Masters and/or Doctorate Degrees

Because postions are difficult to fill, Career Technical Education Teachers will be paid at Step 5 Class E

Adult Education Administrators, Program Coordinators, and Counselors will be compensated from the CIUSD K-12 salary schedules.

Credit for years served will be given all current credentialed adult ed. employees.

K-12 District teachers teaching adult classes in addition to their K-12 contract will be compensated based on a timesheet at the CUTA negotiated extra duty rate .

The rate of reimbursement for teachers of fee based courses will be negotiated on a case by case basis.

Center Unified School District

AGENDA REQUEST FOR:

Dept./Site: Center Adult School

Action Item X

To: Board of Trustees

Information Item

Date: April 4, 2017

Attached Pages 0

From: David French

Principal's Initials: DF

**SUBJECT: 2016/2017 SALARY SCHEDULES
ADULT EDUCATION**

Lump sum 1% off-schedule salary payment for Center Adult School Credentialed staff based on salary schedule approved on November 16, 2016.

RECOMMENDATION: Approve

CONSENT AGENDA

Center Joint Unified School District

AGENDA REQUEST FOR:	
Dept./Site: Special Education	
Date: April 19, 2017	Action Item <input checked="" type="checkbox"/>
To: Board of Trustees	Information Item
From: Scott A. Loehr Superintendent	# Attached Pages
Initials: <u>S.L.</u>	

SUBJECT: PROFESSIONAL SERVICE AGREEMENT	
CONSULTANT'S NAME:	Amber Fitzgerald, MA BCBA
COMPANY NAME (if applicable)	
SERVICE(S) TO BE RENDERED:	Provide Professional Development and Functional Behavior Assessment
DATE(S) OF SERVICE:	3/16/17 through 6/30/17
PAYMENT PER HOUR:	\$150.00 per hour
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: Amber Fitzgerald, MA BCBA

CONSENT AGENDA



Center Unified School District
8408 Watt Avenue
Antelope, California 95843

PROFESSIONAL SERVICES AGREEMENT

This agreement for professional services is entered into this 7 day of April, 2017 by and between the Center Unified School District and the person(s) or firm described below, hereinafter described as CONTRACTOR. Persons performing services under this contract hold themselves out to be independent contractors, not employees of the DISTRICT, and hold(s) the DISTRICT harmless from claims under workers' compensation laws. CONTRACTOR further declares that he/she/it is/are in the business of providing the described service for any and all persons/organizations desiring such services, that such services are not provided exclusively for Center Unified School District. CONTRACTOR also holds the DISTRICT harmless from claims arising from loss, damage, or injury while performing the stipulated services.

*Contractor Name: Amber Fitzgerald, MA BCBA

Address: [REDACTED]

Phone: 209. [REDACTED] Taxpayer ID#: [REDACTED]

*Full description of services to be provided:

Professional Development
Functional Behavior Assessment

*Payment \$ 150 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: 3/16/2017 *Frequency of Service Dates: bi-weekly and weekly

*Ending Date of Service: 6/30/17

Method of Payment and Tax Reporting: (check one)

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

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

Total amount of this contract \$ as needed Budget # Special Ed

Reason service cannot be provided by a District employee:

Signature of CONTRACTOR: [Signature]

Date: 4.7.17

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.

Name (as shown on your income tax return) **Amber Fitzgerald**

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☒ 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.)

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

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

Social security number								
Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person ▶** *AFU* Date **4-4-17**

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

**INDEPENDENT CONTRACTOR OR EMPLOYEE?
DISTRICT GUIDELINES**

PART I

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

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

11. Does the individual operate an independent trade or business that is available to the general public? YES NO

A determining factor in judging independence is the performance of services to the general public. In evaluating this criterion, second parties are not allowed to be separate entities. Keep in mind, if the district is utilizing this individual's services on a full-time basis, the individual is not available to the general public. NOTE: Possession of a business license or incorporation does not automatically satisfy this requirement. The determination must be made on the actual relationship between the district and the individual performing services.

12. Does the individual have a substantial investment in his/her business, i.e. maintains a facility, equipment, etc.? YES NO
This is indicative of economic risk inherent in business enterprise. An independent contractor must be able to make a profit or sustain a loss.

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

13. Does the individual provide all materials and support services necessary for the performance of this service? YES NO

The district should not be providing office space, clerical, secretarial, or any other support for this individual such as materials, faxing, printing, office supplies, etc. Any necessary assistants would be hired by the individual.

14. Is this paid by the job or on a commission? YES NO

15. Does the individual bear the cost of any travel and business expenses incurred to perform this service? YES NO

Generally, these types of expenses are paid by an employer, however, some contracts provide for payment of airfare, mileage, etc. for consultants.

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.

AFG 4/7/17

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Special Education

Date: April 19, 2017

Action Item X

To: Board of Trustees

Information Item

From: Scott Loehr, Superintendent

Attached Pages

Initials: S.L.

SUBJECT: 2016/2017 Master Contract

Please ratify the following Master Contract for special education students to receive services at a nonpublic school/agency during the 2016/17 fiscal year.

Northern California Preparatory School
Point Quest Education
Point Quest Pediatric
Hear Say

RECOMMENDATION: CJUSD Board of Trustees to ratify a Master Contract for the 2016/2017 school year.

CONSENT AGENDA

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

2016–2017

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

District CENTER JOINT UNIFIED

Contract Year 2016-2017

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
2016-2017**

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. INSURANCE	6
16. INDEMNIFICATION AND HOLD HARMLESS	9
17. INDEPENDENT CONTRACTOR	9
18. SUBCONTRACTING	9
19. CONFLICTS OF INTEREST	10
20. NON-DISCRIMINATION	10

III. EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION	10
22. GENERAL PROGRAM OF INSTRUCTION	11
23. INSTRUCTIONAL MINUTES	12
24. CLASS SIZE	12
25. CALENDARS	13
26. DATA REPORTING	14
27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT	14
28. STATEWIDE ACHIEVEMENT TESTING	14
29. MANDATED ATTENDANCE AT LEA MEETINGS	14
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
2016-2017**

33. SURROGATE PARENTS AND FOSTER YOUTH	17
34. DUE PROCESS PROCEEDINGS	17
35. COMPLAINT PROCEDURES	17
36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS	17
37. TRANSCRIPTS	18
38. LEA STUDENT CHANGE OF RESIDENCE	18
39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM	19
40. PARENT ACCESS	19
41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT	19
42. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS	20
43. STATE MEAL MANDATE	20
44. MONITORING	20
 IV. <u>PERSONNEL</u>	
45. CLEARANCE REQUIREMENTS	21
46. STAFF QUALIFICATIONS	22
47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS	23
48. STAFF ABSENCE	23
49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME	23
 V. <u>HEALTH AND SAFETY MANDATES</u>	
50. HEALTH AND SAFETY	24
51. FACILITIES AND FACILITIES MODIFICATIONS	24
52. ADMINISTRATION OF MEDICATION	25
53. INCIDENT/ACCIDENT REPORTING	25
54. CHILD ABUSE REPORTING	25
55. SEXUAL HARASSMENT/DISCRIMINATION	25
56. REPORTING OF MISSING CHILDREN	26
 VI. <u>FINANCIAL</u>	
57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING AND BILLING PROCEDURES	26
58. RIGHT TO WITHHOLD PAYMENT	27
59. PAYMENT FROM OUTSIDE AGENCIES	28
60. PAYMENT FOR ABSENCES	28
61. INSPECTION AND AUDIT	29
62. RATE SCHEDULE	30
63. DEBARMENT CERTIFICATION	30
EXHIBIT A: RATES (NPS ONLY)	32
EXHIBIT B: RATES (NPA ONLY)	35

2016-2017

CONTRACT NUMBER: 13

LEA: CENTER JOINT UNIFIED SCHOOL DISTRICT

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Northern CA Prep School
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, 2016, between the Center Joint Unified School District (hereinafter referred to as the local educational agency "LEA" or "District") and Northern CA Prep School, (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 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR'S failure to comply with applicable LEA policies (e.g., those policies relating to the provision of special education and/or related services, facilities for individuals with exceptional needs, LEA student enrollment and transfer, LEA student inactive status, corporal punishment, student discipline, and positive behavior interventions).

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2016 to June 30, 2017 unless otherwise stated. (Cal. Code Regs., tit. 5, § 3062(a).) 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, 2017. (Cal. Code Regs., tit. 5, § 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. (Ed. Code §§ 56366(c)(1), (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. (Ed. Code § 56366(a)(5); Cal. Code Regs., tit. 5, § 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 (including but not limited to, for example, the requirements set forth in California Code of Regulations, title 5, sections 3064 and 3065 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. (Ed. Code § 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, NPA behavior intervention aides, and bus aides and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held; business licenses held; documents evidencing other 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 quarterly reports (Form 941/DE3DP); 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 and the legitimate interests therefore. 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 not 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. 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 CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

This Master Contract or an Individual Service Agreement may be terminated for cause. 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 unless the parent agrees to the transfer of the student to a 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 (Ed. Code § 56366(a)(4)), or immediately if 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, except as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an 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. INSURANCE

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with

CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

\$2,000,000 per occurrence
\$ 500,000 fire damage
\$ 5,000 medical expenses
\$1,000,000 personal & adv. injury
\$3,000,000 general aggregate
\$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. **Business Auto Liability Insurance** for all owned scheduled, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- C. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering CONTRACTOR's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A - Statutory Limits

Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) Insurance**, including sexual molestation and abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence
\$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Any deductibles or self-insured retentions above \$100,000 must be disclosed to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such

deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

- G. For any claims related to the services contracted for under this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance may reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II – INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is a nonpublic school affiliated with a residential treatment center (NPS/RTC), the following insurance policies are required:

- A. **Commercial General Liability Insurance** of \$3,000,000 per Occurrence and \$6,000,000 in General Aggregate. The policy shall be endorsed to name the LEA and the Board of Education as named additional insureds and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no self-insured retention above \$100,000 without the prior written approval of the LEA.
- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability coverage** with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice coverage** with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations. Consistent with Section 5 of this Master Contract, however, the Master Contract may be amended only by written amendment executed by both Parties.

16. 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, employees, agents, attorneys, volunteers, and subcontractors with respect to a claim resulting from or arising out of this Master Contract or its performance and 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.

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 15 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 upon request 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 gender, nationality, race or ethnicity, religion, age, sexual orientation, gender identity, gender expression, or disability or any other classification protected by federal or state law, in employment or operation of its programs.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION ("FAPE")

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. Per Sections 60851.5 and 60851.6 of the California Education Code, these requirements do not include passing the California High School Exit Exam ("CAHSEE") as the administration of that examination is currently suspended.

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 an LCI, 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 caregiver 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 on staff individuals trained as the law requires. (Cal. Code Regs., tit. 5, § 3051.23.) It is understood that Behavior Intervention Services are limited per CDE Certification and do not constitute an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students 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.

For students in grades kindergarten through 12, inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and pass time shall be the same as the Education Code prescribes for the LEA.

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 ensure 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 ensure 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 (3) and five (5) 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/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 student's 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. As of the execution of this Master Contract, these holidays are: Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, and Independence Day. 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 its 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

When CONTRACTOR is a nonpublic school, 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), and the Fitness Gram, California English Language Development Test ("CELDT") 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"). Further, CONTRACTOR shall affirmatively inform each of its employees about the policy and provide each employee a copy thereof. CONTRACTOR shall also ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. Training includes certification with an approved SELPA crisis intervention program. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within 6 days of any new hire.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP that is designed to change, replace, modify, or eliminate a targeted behavior, 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, as suitable to the situation.

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.

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. (Ed. Code §§ 56366(a)(2)(B)(i), (ii); 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 an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with all LEA surrogate parent assignments. A pupil in foster care shall be defined pursuant to Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1

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/ISA.

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 Policy pursuant to Title 5 of the California Code of Regulations section 4960(a); (3) Sexual Harassment Policy pursuant to California Education Code 231.5; (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"), 45 C.F.R. § 164.520; and (6) Notification and Complaint Procedures for Disability Access, pursuant to 42 U.S.C. §§ 12101 et seq. 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. Additional time may be granted as needed by LEA.

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 (9) through twelve (12) 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 without prior notice 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 (3) times per year.

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.

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 provide 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. Moreover, 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.

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

If CONTRACTOR is a licensed children's institution ("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. If requested by LEA, 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 sections 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice ("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 notification 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 California Department of Justice ("CDOJ") and the Federal Bureau of Investigation ("FBI"). 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 notification 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 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) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58 and Title 5 of the California Code of Regulations, sections 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and/or services to students with the disabling conditions placed in their program/school through documentation provided to the CDE. (Cal. Code Regs., tit. 5, § 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 (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (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 office of the County Superintendent of Schools. 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. Such policies and procedures shall be made available to

CONTRACTOR upon CONTRACTOR'S request. 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 within 24 hours, submit electronically, any accident or incident report to LEA. CONTRACTOR shall properly submit required accident or incident reports as required by the District.

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.* and Education Code section 44691. 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

CONTRACTOR shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitute 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 procedures 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 the ISA (consistent with IEP benchmark dates, unless otherwise specified on the ISA); and name or initials of each student for when the service was provided. In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this Master Contract. At the discretion of 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 failed to perform, in whole or in part, under the terms of this Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice; (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR'S educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA within five (5) days of such confirmation; (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student; or (i) CONTRACTOR fails to provide the required liability/insurance documentation as outlined in Section 15. 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 related services for days on which a student's attendance does not qualify for 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 a 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. In such cases only, the adjustments in basic education rate shall be based on the percentage of a 314-minute instructional day.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this 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. Costs for ERMHS 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:

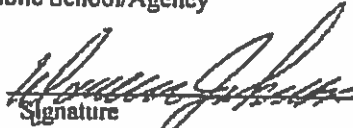
- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Has/have not, within a three-year period preceding this contract, been convicted 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 2016 and terminates at 5:00 P.M. on June 30, 2017, unless sooner terminated as provided herein.

CONTRACTOR
NORTHERN CA PREP SCHOOL

Nonpublic School/Agency

By:


Signature Date 12-13-16
Doreen Johnson - Director
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Name and Title
NORTHERN CA PREP SCHOOL
Nonpublic School/Agency/Related Service Provider
6046 LEMON HILL AVENUE

Address
SACRAMENTO, CA 95820


City State Zip
916-383-6222 916-383-6221

Phone Fax
djohnson@ncpschool.com

Email*
(*Required)

LEA
CENTER JOINT UNIFIED

By:


Signature Date 12/16/16
By: SCOTT A. LOEHR, SUPERINTENDENT
Name and Title of Authorized Representative

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 - 2016-2017 CONTRACT YEAR

CONTRACTOR NORTHERN CA PREP SCHOOL CONTRACTOR NUMBER 13 2016-2017
 (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)

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

Rate	Period
<u>147.39</u>	<u>7/1/16-6/30/17</u>

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

B. Related Services

(1)	a. Transportation – Round Trip (NPS only, unless otherwise agreed to by LEA)	<u>\$23.92</u>	
	b. Transportation – One Way (NPS only, unless otherwise agreed to by LEA)	<u>\$11.96</u>	<u>7/1/16-6/30/17</u>
	c. Transportation-Dual Enrollment		
	d. Public Transportation		
	e. Parent*		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group of _____		
	c. Adapted Physical Education – Group of _____		
(4)	a. Language and Speech Therapy – Individual	<u>\$95.00</u>	<u>7/1/16-6/30/17</u>
	b. Language and Speech Therapy – Group of 2		
	c. Language and Speech Therapy – Group of 3		
	d. Language and Speech Therapy – Assessment		
	e. Language and Speech - Consultation Rate		
(5)	a. Additional Instructional Assistant - Individual (must be authorized on IEP)		
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual	<u>\$95.00</u>	<u>7/1/16-6/30/17</u>
	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)	Initial Evaluations		
	Independent Education Evaluations (IEEs)		
(11)			

*Parent transportation reimbursement rates are to be determined by LEA.
 **By credentialed Special Education Teacher.

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

2016–2017

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

District CENTER JOINT UNIFIED

Contract Year 2016-2017

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
2016-2017**

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. INSURANCE	6
16. INDEMNIFICATION AND HOLD HARMLESS	9
17. INDEPENDENT CONTRACTOR	9
18. SUBCONTRACTING	9
19. CONFLICTS OF INTEREST	10
20. NON-DISCRIMINATION	10

III. EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION	10
22. GENERAL PROGRAM OF INSTRUCTION	11
23. INSTRUCTIONAL MINUTES	12
24. CLASS SIZE	12
25. CALENDARS	13
26. DATA REPORTING	14
27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT	14
28. STATEWIDE ACHIEVEMENT TESTING	14
29. MANDATED ATTENDANCE AT LEA MEETINGS	14
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
2016-2017**

33. SURROGATE PARENTS AND FOSTER YOUTH	17
34. DUE PROCESS PROCEEDINGS	17
35. COMPLAINT PROCEDURES	17
36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS	17
37. TRANSCRIPTS	18
38. LEA STUDENT CHANGE OF RESIDENCE	18
39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM	19
40. PARENT ACCESS	19
41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT	19
42. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS	20
43. STATE MEAL MANDATE	20
44. MONITORING	20

IV. PERSONNEL

45. CLEARANCE REQUIREMENTS	21
46. STAFF QUALIFICATIONS	22
47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS	23
48. STAFF ABSENCE	23
49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME	23

V. HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY	24
51. FACILITIES AND FACILITIES MODIFICATIONS	24
52. ADMINISTRATION OF MEDICATION	25
53. INCIDENT/ACCIDENT REPORTING	25
54. CHILD ABUSE REPORTING	25
55. SEXUAL HARASSMENT/DISCRIMINATION	25
56. REPORTING OF MISSING CHILDREN	26

VI. FINANCIAL

57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING AND BILLING PROCEDURES	26
58. RIGHT TO WITHHOLD PAYMENT	27
59. PAYMENT FROM OUTSIDE AGENCIES	28
60. PAYMENT FOR ABSENCES	28
61. INSPECTION AND AUDIT	29
62. RATE SCHEDULE	30
63. DEBARMENT CERTIFICATION	30

EXHIBIT A: RATES (NPS ONLY)	32
EXHIBIT B: RATES (NPA ONLY)	35

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL/AGENCY SERVICES
2016-2017**

LEA: CENTER JOINT UNIFIED SCHOOL DISTRICT

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: POINT QUEST EDUCATION
NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into on July 1, 2016, between the Center Joint Unified School District (hereinafter referred to as the local educational agency "LEA" or "District") and Point Quest Education, (nonpublic, nonsectarian school or agency, hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall 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 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR'S failure to comply with applicable LEA policies (e.g., those policies relating to the provision of special education and/or related services, facilities for individuals with exceptional needs, LEA student enrollment and transfer, LEA student inactive status, corporal punishment, student discipline, and positive behavior interventions).

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2016 to June 30, 2017 unless otherwise stated. (Cal. Code Regs., tit. 5, § 3062(a).) 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, 2017. (Cal. Code Regs., tit. 5, § 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. (Ed. Code §§ 56366(c)(1), (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. (Ed. Code § 56366(a)(5); Cal. Code Regs., tit. 5, § 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 (including but not limited to, for example, the requirements set forth in California Code of Regulations, title 5, sections 3064 and 3065 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. (Ed. Code § 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, NPA behavior intervention aides, and bus aides and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held; business licenses held; documents evidencing other 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 quarterly reports (Form 941/DE3DP); 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 and the legitimate interests therefore. 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 not 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. 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 CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

This Master Contract or an Individual Service Agreement may be terminated for cause. 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 unless the parent agrees to the transfer of the student to a 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 (Ed. Code § 56366(a)(4)), or immediately if 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, except as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an 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. INSURANCE

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with

CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

\$2,000,000 per occurrence
\$ 500,000 fire damage
\$ 5,000 medical expenses
\$1,000,000 personal & adv. injury
\$3,000,000 general aggregate
\$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. **Business Auto Liability Insurance** for all owned scheduled, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- C. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering CONTRACTOR's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits

Part B – \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) Insurance**, including sexual molestation and abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence
\$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Any deductibles or self-insured retentions above \$100,000 must be disclosed to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such

deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

- G. For any claims related to the services contracted for under this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance may reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II – INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY (“RTC”)

When CONTRACTOR is a nonpublic school affiliated with a residential treatment center (NPS/RTC), the following insurance policies are required:

- A. **Commercial General Liability Insurance** of \$3,000,000 per Occurrence and \$6,000,000 in General Aggregate. The policy shall be endorsed to name the LEA and the Board of Education as named additional insureds and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no self-insured retention above \$100,000 without the prior written approval of the LEA.
- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime** coverage shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse** coverage, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations. Consistent with Section 5 of this Master Contract, however, the Master Contract may be amended only by written amendment executed by both Parties.

16. 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, employees, agents, attorneys, volunteers, and subcontractors with respect to a claim resulting from or arising out of this Master Contract or its performance and 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.

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 15 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 upon request 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 gender, nationality, race or ethnicity, religion, age, sexual orientation, gender identity, gender expression, or disability or any other classification protected by federal or state law, in employment or operation of its programs.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION ("FAPE")

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. Per Sections 60851.5 and 60851.6 of the California Education Code, these requirements do not include passing the California High School Exit Exam ("CAHSEE") as the administration of that examination is currently suspended.

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 an LCI, 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 caregiver 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 on staff individuals trained as the law requires. (Cal. Code Regs., tit. 5, § 3051.23.) It is understood that Behavior Intervention Services are limited per CDE Certification and do not constitute an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students 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.

For students in grades kindergarten through 12, inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and pass time shall be the same as the Education Code prescribes for the LEA.

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 ensure 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 ensure 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 (3) and five (5) 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/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 student's 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. As of the execution of this Master Contract, these holidays are: Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, and Independence Day. 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 its 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

When CONTRACTOR is a nonpublic school, 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), and the Fitness Gram, California English Language Development Test ("CELDT") 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"). Further, CONTRACTOR shall affirmatively inform each of its employees about the policy and provide each employee a copy thereof. CONTRACTOR shall also ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. Training includes certification with an approved SELPA crisis intervention program. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within 6 days of any new hire.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP that is designed to change, replace, modify, or eliminate a targeted behavior, 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, as suitable to the situation.

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.

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. (Ed. Code §§ 56366(a)(2)(B)(i), (ii); 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 an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with all LEA surrogate parent assignments. A pupil in foster care shall be defined pursuant to Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1

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/ISA.

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 Policy pursuant to Title 5 of the California Code of Regulations section 4960(a); (3) Sexual Harassment Policy pursuant to California Education Code 231.5; (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"), 45 C.F.R. § 164.520; and (6) Notification and Complaint Procedures for Disability Access, pursuant to 42 U.S.C. §§ 12101 *et seq.* 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. Additional time may be granted as needed by LEA.

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 (9) through twelve (12) 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 without prior notice 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 (3) times per year.

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.

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 provide 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. Moreover, 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.

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

If CONTRACTOR is a licensed children's institution ("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. If requested by LEA, 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 sections 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice ("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 notification 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 California Department of Justice ("CDOJ") and the Federal Bureau of Investigation ("FBI"). 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 notification 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 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) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58 and Title 5 of the California Code of Regulations, sections 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and/or services to students with the disabling conditions placed in their program/school through documentation provided to the CDE. (Cal. Code Regs., tit. 5, § 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 (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (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 office of the County Superintendent of Schools. 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. Such policies and procedures shall be made available to

CONTRACTOR upon CONTRACTOR'S request. 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 within 24 hours, submit electronically, any accident or incident report to LEA. CONTRACTOR shall properly submit required accident or incident reports as required by the District.

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.* and Education Code section 44691. 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

CONTRACTOR shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitute 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 procedures 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 the ISA (consistent with IEP benchmark dates, unless otherwise specified on the ISA); and name or initials of each student for when the service was provided. In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this Master Contract. At the discretion of 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 failed to perform, in whole or in part, under the terms of this Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice; (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR'S educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA within five (5) days of such confirmation; (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student; or (i) CONTRACTOR fails to provide the required liability/insurance documentation as outlined in Section 15. 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 related services for days on which a student's attendance does not qualify for 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 a 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. In such cases only, the adjustments in basic education rate shall be based on the percentage of a 314-minute instructional day.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this 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. Costs for ERMHS 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 2016 and terminates at 5:00 P.M. on June 30, 2017, unless sooner terminated as provided herein.

CONTRACTOR
POINT QUEST EDUCATION

Nonpublic School/Agency

By:

Signature

Date

Name and Title of Authorized
Representative

Notices to CONTRACTOR shall be addressed to:
RICK BASSANELLI

Name and Title

POINT QUEST EDUCATION

Nonpublic School/Agency/Related Service Provider
6600 44TH STREET

Address

SACRAMENTO, CA 95823

City

State

Zip

916-422-0571

916-

Phone

Fax

rbassanelli@pointquested.com

Email*

(*Required)

LEA
CENTER JOINT UNIFIED

By:

1/9/17

Signature

Date

By:

SCOTT A. LOEHR, SUPERINTENDENT

Name and Title of Authorized
Representative

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 – 2016-2017 CONTRACT YEAR

CONTRACTOR	POINT QUEST	CONTRACTOR NUMBER	15	2016-2017
(NONPUBLIC SCHOOL)	EDUCATION			(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
131.78	7/1/16-6/30/17

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)	\$17.74	7/1/16-6/30/17
	b. Transportation – One Way (NPS only, unless otherwise agreed to by LEA)		
	c. Transportation-Dual Enrollment		
	d. Public Transportation		
	e. Parent*		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group of		
	c. Adapted Physical Education – Group of		
(4)	a. Language and Speech Therapy – Individual		
	b. Language and Speech Therapy – Group of 2		
	c. Language and Speech Therapy – Group of 3		
	d. Language and Speech Therapy – Assessment		
	e. Language and Speech - Consultation Rate		
(5)	a. Additional Instructional Assistant - Individual (must be authorized on IEP)		
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual		
	b. Occupational Therapy – Group of 2		
	c. Occupational Therapy – Group of 3		
	d. Occupational Therapy – Group of 4 - 7		
	e. Occupational Therapy - Consultation Rate		
(9)	Physical Therapy		
(10)	Initial Evaluations		
	Independent Education Evaluations (IEEs)		
(11)			

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

**By credentialed Special Education Teacher.

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

2016–2017

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

District CENTER JOINT UNIFIED

Contract Year 2016-2017

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
2016-2017**

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. INSURANCE	6
16. INDEMNIFICATION AND HOLD HARMLESS	9
17. INDEPENDENT CONTRACTOR	9
18. SUBCONTRACTING	9
19. CONFLICTS OF INTEREST	10
20. NON-DISCRIMINATION	10

III. EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION	10
22. GENERAL PROGRAM OF INSTRUCTION	11
23. INSTRUCTIONAL MINUTES	12
24. CLASS SIZE	12
25. CALENDARS	13
26. DATA REPORTING	14
27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT	14
28. STATEWIDE ACHIEVEMENT TESTING	14
29. MANDATED ATTENDANCE AT LEA MEETINGS	14
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
2016-2017**

33. SURROGATE PARENTS AND FOSTER YOUTH	17
34. DUE PROCESS PROCEEDINGS	17
35. COMPLAINT PROCEDURES	17
36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS	17
37. TRANSCRIPTS	18
38. LEA STUDENT CHANGE OF RESIDENCE	18
39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM	19
40. PARENT ACCESS	19
41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT	19
42. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS	20
43. STATE MEAL MANDATE	20
44. MONITORING	20

IV. PERSONNEL

45. CLEARANCE REQUIREMENTS	21
46. STAFF QUALIFICATIONS	22
47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS	23
48. STAFF ABSENCE	23
49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME	23

V. HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY	24
51. FACILITIES AND FACILITIES MODIFICATIONS	24
52. ADMINISTRATION OF MEDICATION	25
53. INCIDENT/ACCIDENT REPORTING	25
54. CHILD ABUSE REPORTING	25
55. SEXUAL HARASSMENT/DISCRIMINATION	25
56. REPORTING OF MISSING CHILDREN	26

VI. FINANCIAL

57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING AND BILLING PROCEDURES	26
58. RIGHT TO WITHHOLD PAYMENT	27
59. PAYMENT FROM OUTSIDE AGENCIES	28
60. PAYMENT FOR ABSENCES	28
61. INSPECTION AND AUDIT	29
62. RATE SCHEDULE	30
63. DEBARMENT CERTIFICATION	30

EXHIBIT A: RATES (NPS ONLY)	32
EXHIBIT B: RATES (NPA ONLY)	35

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL/AGENCY SERVICES
2016-2017**

LEA: CENTER JOINT UNIFIED SCHOOL DISTRICT

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: POINT QUEST EDUCATION
NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into on July 1, 2016, between the Center Joint Unified School District (hereinafter referred to as the local educational agency "LEA" or "District") and Point Quest Education, (nonpublic, nonsectarian school or agency, hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall 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 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR'S failure to comply with applicable LEA policies (e.g., those policies relating to the provision of special education and/or related services, facilities for individuals with exceptional needs, LEA student enrollment and transfer, LEA student inactive status, corporal punishment, student discipline, and positive behavior interventions).

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2016 to June 30, 2017 unless otherwise stated. (Cal. Code Regs., tit. 5, § 3062(a).) 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, 2017. (Cal. Code Regs., tit. 5, § 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. (Ed. Code §§ 56366(c)(1), (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. (Ed. Code § 56366(a)(5); Cal. Code Regs., tit. 5, § 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 (including but not limited to, for example, the requirements set forth in California Code of Regulations, title 5, sections 3064 and 3065 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. (Ed. Code § 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, NPA behavior intervention aides, and bus aides and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held; business licenses held; documents evidencing other 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 quarterly reports (Form 941/DE3DP); 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 and the legitimate interests therefore. 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 not 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. 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 CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

This Master Contract or an Individual Service Agreement may be terminated for cause. 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 unless the parent agrees to the transfer of the student to a 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 (Ed. Code § 56366(a)(4)), or immediately if 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, except as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an 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. INSURANCE

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with

CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

\$2,000,000 per occurrence
\$ 500,000 fire damage
\$ 5,000 medical expenses
\$1,000,000 personal & adv. injury
\$3,000,000 general aggregate
\$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. **Business Auto Liability Insurance** for all owned scheduled, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- C. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering CONTRACTOR's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits

Part B – \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) Insurance**, including sexual molestation and abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence
\$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Any deductibles or self-insured retentions above \$100,000 must be disclosed to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such

deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

- G. For any claims related to the services contracted for under this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance may reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II – INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY (“RTC”)

When CONTRACTOR is a nonpublic school affiliated with a residential treatment center (NPS/RTC), the following insurance policies are required:

- A. **Commercial General Liability Insurance** of \$3,000,000 per Occurrence and \$6,000,000 in General Aggregate. The policy shall be endorsed to name the LEA and the Board of Education as named additional insureds and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no self-insured retention above \$100,000 without the prior written approval of the LEA.
- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime** coverage shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse** coverage, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations. Consistent with Section 5 of this Master Contract, however, the Master Contract may be amended only by written amendment executed by both Parties.

16. 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, employees, agents, attorneys, volunteers, and subcontractors with respect to a claim resulting from or arising out of this Master Contract or its performance and 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.

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 15 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 upon request 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 gender, nationality, race or ethnicity, religion, age, sexual orientation, gender identity, gender expression, or disability or any other classification protected by federal or state law, in employment or operation of its programs.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION ("FAPE")

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. Per Sections 60851.5 and 60851.6 of the California Education Code, these requirements do not include passing the California High School Exit Exam ("CAHSEE") as the administration of that examination is currently suspended.

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 an LCI, 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 caregiver 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 on staff individuals trained as the law requires. (Cal. Code Regs., tit. 5, § 3051.23.) It is understood that Behavior Intervention Services are limited per CDE Certification and do not constitute an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students 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.

For students in grades kindergarten through 12, inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and pass time shall be the same as the Education Code prescribes for the LEA.

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 ensure 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 ensure 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 (3) and five (5) 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/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 student's 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. As of the execution of this Master Contract, these holidays are: Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, and Independence Day. 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 its 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

When CONTRACTOR is a nonpublic school, 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), and the Fitness Gram, California English Language Development Test ("CELDT") 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"). Further, CONTRACTOR shall affirmatively inform each of its employees about the policy and provide each employee a copy thereof. CONTRACTOR shall also ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. Training includes certification with an approved SELPA crisis intervention program. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within 6 days of any new hire.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP that is designed to change, replace, modify, or eliminate a targeted behavior, 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, as suitable to the situation.

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.

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. (Ed. Code §§ 56366(a)(2)(B)(i), (ii); 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 an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with all LEA surrogate parent assignments. A pupil in foster care shall be defined pursuant to Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1

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/ISA.

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 Policy pursuant to Title 5 of the California Code of Regulations section 4960(a); (3) Sexual Harassment Policy pursuant to California Education Code 231.5; (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"), 45 C.F.R. § 164.520; and (6) Notification and Complaint Procedures for Disability Access, pursuant to 42 U.S.C. §§ 12101 et seq. 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. Additional time may be granted as needed by LEA.

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 (9) through twelve (12) 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 without prior notice 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 (3) times per year.

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.

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 provide 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. Moreover, 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.

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

If CONTRACTOR is a licensed children's institution ("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. If requested by LEA, 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 sections 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice ("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 notification 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 California Department of Justice ("CDOJ") and the Federal Bureau of Investigation ("FBI"). 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 notification 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 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) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58 and Title 5 of the California Code of Regulations, sections 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and/or services to students with the disabling conditions placed in their program/school through documentation provided to the CDE. (Cal. Code Regs., tit. 5, § 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 (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (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 office of the County Superintendent of Schools. 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. Such policies and procedures shall be made available to

CONTRACTOR upon CONTRACTOR'S request. 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 within 24 hours, submit electronically, any accident or incident report to LEA. CONTRACTOR shall properly submit required accident or incident reports as required by the District.

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.* and Education Code section 44691. 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

CONTRACTOR shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitute 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 procedures 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 the ISA (consistent with IEP benchmark dates, unless otherwise specified on the ISA); and name or initials of each student for when the service was provided. In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this Master Contract. At the discretion of 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 failed to perform, in whole or in part, under the terms of this Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice; (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR'S educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student; or (i) CONTRACTOR fails to provide the required liability/insurance documentation as outlined in Section 15. 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 related services for days on which a student's attendance does not qualify for 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 a 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. In such cases only, the adjustments in basic education rate shall be based on the percentage of a 314-minute instructional day.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this 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. Costs for ERMHS 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 2016 and terminates at 5:00 P.M. on June 30, 2017, unless sooner terminated as provided herein.

CONTRACTOR
POINT QUEST EDUCATION

Nonpublic School/Agency

By:

Signature

Date

Name and Title of Authorized
Representative

Notices to CONTRACTOR shall be addressed to:
RICK BASSANELLI

Name and Title

POINT QUEST EDUCATION

Nonpublic School/Agency/Related Service Provider
6600 44TH STREET

Address

SACRAMENTO, CA 95823

City

State

Zip

916-422-0571

916-

Phone

Fax

rbassanelli@pointquested.com

Email*

(*Required)

LEA
CENTER JOINT UNIFIED

By:

1/9/17

Signature

Date

By:

SCOTT A. LOEHR, SUPERINTENDENT

Name and Title of Authorized
Representative

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 – 2016-2017 CONTRACT YEAR

CONTRACTOR POINT QUEST EDUCATION CONTRACTOR NUMBER 15 2016-2017
(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
131.78	7/1/16-6/30/17

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)	\$17.74	7/1/16-6/30/17
	b. Transportation – One Way (NPS only, unless otherwise agreed to by LEA)		
	c. Transportation-Dual Enrollment		
	d. Public Transportation		
	e. Parent*		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group of		
	c. Adapted Physical Education – Group of		
(4)	a. Language and Speech Therapy – Individual		
	b. Language and Speech Therapy – Group of 2		
	c. Language and Speech Therapy – Group of 3		
	d. Language and Speech Therapy – Assessment		
	e. Language and Speech - Consultation Rate		
(5)	a. Additional Instructional Assistant - Individual (must be authorized on IEP)		
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual		
	b. Occupational Therapy – Group of 2		
	c. Occupational Therapy – Group of 3		
	d. Occupational Therapy – Group of 4 - 7		
	e. Occupational Therapy - Consultation Rate		
(9)	Physical Therapy		
(10)	Initial Evaluations		
	Independent Education Evaluations (IEEs)		
(11)			

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

**By credentialed Special Education Teacher.

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

2016–2017

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

District CENTER JOINT UNIFIED

Contract Year 2016-2017

 Nonpublic School
 X Nonpublic Agency

Type of Contract:

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

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

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

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

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL/AGENCY SERVICES
2016-2017**

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. INSURANCE	6
16. INDEMNIFICATION AND HOLD HARMLESS	9
17. INDEPENDENT CONTRACTOR	9
18. SUBCONTRACTING	9
19. CONFLICTS OF INTEREST	10
20. NON-DISCRIMINATION	10

III. EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION	10
22. GENERAL PROGRAM OF INSTRUCTION	11
23. INSTRUCTIONAL MINUTES	12
24. CLASS SIZE	12
25. CALENDARS	13
26. DATA REPORTING	14
27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT	14
28. STATEWIDE ACHIEVEMENT TESTING	14
29. MANDATED ATTENDANCE AT LEA MEETINGS	14
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
2016-2017**

33. SURROGATE PARENTS AND FOSTER YOUTH	17
34. DUE PROCESS PROCEEDINGS	17
35. COMPLAINT PROCEDURES	17
36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS	17
37. TRANSCRIPTS	18
38. LEA STUDENT CHANGE OF RESIDENCE	18
39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM	19
40. PARENT ACCESS	19
41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT	19
42. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS	20
43. STATE MEAL MANDATE	20
44. MONITORING	20

IV. PERSONNEL

45. CLEARANCE REQUIREMENTS	21
46. STAFF QUALIFICATIONS	22
47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS	23
48. STAFF ABSENCE	23
49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME	23

V. HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY	24
51. FACILITIES AND FACILITIES MODIFICATIONS	24
52. ADMINISTRATION OF MEDICATION	25
53. INCIDENT/ACCIDENT REPORTING	25
54. CHILD ABUSE REPORTING	25
55. SEXUAL HARASSMENT/DISCRIMINATION	25
56. REPORTING OF MISSING CHILDREN	26

VI. FINANCIAL

57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING AND BILLING PROCEDURES	26
58. RIGHT TO WITHHOLD PAYMENT	27
59. PAYMENT FROM OUTSIDE AGENCIES	28
60. PAYMENT FOR ABSENCES	28
61. INSPECTION AND AUDIT	29
62. RATE SCHEDULE	30
63. DEBARMENT CERTIFICATION	30

EXHIBIT A: RATES (NPS ONLY)	32
EXHIBIT B: RATES (NPA ONLY)	35

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL/AGENCY SERVICES
2016-2017**

LEA: CENTER JOINT UNIFIED SCHOOL DISTRICT

**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:
POINT QUEST PEDIATRIC EDUCATION
NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT**

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into on July 1, 2016, between the Center Joint Unified School District (hereinafter referred to as the local educational agency "LEA" or "District") and Point Quest Pediatric Education, (nonpublic, nonsectarian school or agency, hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall 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 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR'S failure to comply with applicable LEA policies (e.g., those policies relating to the provision of special education and/or related services, facilities for individuals with exceptional needs, LEA student enrollment and transfer, LEA student inactive status, corporal punishment, student discipline, and positive behavior interventions).

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2016 to June 30, 2017 unless otherwise stated. (Cal. Code Regs., tit. 5, § 3062(a).) 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, 2017. (Cal. Code Regs., tit. 5, § 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. (Ed. Code §§ 56366(c)(1), (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. (Ed. Code § 56366(a)(5); Cal. Code Regs., tit. 5, § 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 (including but not limited to, for example, the requirements set forth in California Code of Regulations, title 5, sections 3064 and 3065 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. (Ed. Code § 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, NPA behavior intervention aides, and bus aides and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held; business licenses held; documents evidencing other 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 quarterly reports (Form 941/DE3DP); 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 and the legitimate interests therefore. 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 not 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. 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 CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

This Master Contract or an Individual Service Agreement may be terminated for cause. 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 unless the parent agrees to the transfer of the student to a 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 (Ed. Code § 56366(a)(4)), or immediately if 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, except as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an 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. INSURANCE

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted

insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

\$2,000,000 per occurrence
\$ 500,000 fire damage
\$ 5,000 medical expenses
\$1,000,000 personal & adv. injury
\$3,000,000 general aggregate
\$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. **Business Auto Liability Insurance** for all owned scheduled, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- C. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering CONTRACTOR's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits

Part B – \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) Insurance**, including sexual molestation and abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence
\$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Any deductibles or self-insured retentions above \$100,000 must be disclosed to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services contracted for under this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance may reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II – INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY (“RTC”)

When CONTRACTOR is a nonpublic school affiliated with a residential treatment center (NPS/RTC), the following insurance policies are required:

- A. **Commercial General Liability Insurance** of \$3,000,000 per Occurrence and \$6,000,000 in General Aggregate. The policy shall be endorsed to name the LEA and the Board of Education as named additional insureds and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no self-insured retention above \$100,000 without the prior written approval of the LEA.
- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime** coverage shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse** coverage, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations. Consistent with Section 5 of this Master Contract, however, the Master Contract may be amended only by written amendment executed by both Parties.

16. 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, employees, agents, attorneys, volunteers, and subcontractors with respect to a claim resulting from or arising out of this Master Contract or its performance and 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.

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 15 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 upon request 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 gender, nationality, race or ethnicity, religion, age, sexual orientation, gender identity, gender expression, or disability or any other classification protected by federal or state law, in employment or operation of its programs.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION ("FAPE")

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. Per Sections 60851.5 and 60851.6 of the California Education Code, these requirements do not include passing the California High School Exit Exam ("CAHSEE") as the administration of that examination is currently suspended.

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 an LCI, 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 caregiver 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 on staff individuals trained as the law requires. (Cal. Code Regs., tit. 5, § 3051.23.) It is understood that Behavior Intervention Services are limited per CDE Certification and do not constitute an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students 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.

For students in grades kindergarten through 12, inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and pass time shall be the same as the Education Code prescribes for the LEA.

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 ensure 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 ensure 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 (3) and five (5) 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/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 student's 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. As of the execution of this Master Contract, these holidays are: Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, and Independence Day. 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 its 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

When CONTRACTOR is a nonpublic school, 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), and the Fitness Gram, California English Language Development Test ("CELDT") 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"). Further, CONTRACTOR shall affirmatively inform each of its employees about the policy and provide each employee a copy thereof. CONTRACTOR shall also ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. Training includes certification with an approved SELPA crisis intervention program. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within 6 days of any new hire.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP that is designed to change, replace, modify, or eliminate a targeted behavior, 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, as suitable to the situation.

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.

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. (Ed. Code §§ 56366(a)(2)(B)(i), (ii); 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 an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with all LEA surrogate parent assignments. A pupil in foster care shall be defined pursuant to Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1

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/ISA.

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 Policy pursuant to Title 5 of the California Code of Regulations section 4960(a); (3) Sexual Harassment Policy pursuant to California Education Code 231.5; (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"), 45 C.F.R. § 164.520; and (6) Notification and Complaint Procedures for Disability Access, pursuant to 42 U.S.C. §§ 12101 *et seq.* 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. Additional time may be granted as needed by LEA.

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 (9) through twelve (12) 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 without prior notice 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 (3) times per year.

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.

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 provide 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. Moreover, 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.

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

If CONTRACTOR is a licensed children's institution ("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. If requested by LEA, 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 sections 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice ("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 notification 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 California Department of Justice ("CDOJ") and the Federal Bureau of Investigation ("FBI"). 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 notification 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 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) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58 and Title 5 of the California Code of Regulations, sections 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and/or services to students with the disabling conditions placed in their program/school through documentation provided to the CDE. (Cal. Code Regs., tit. 5, § 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 (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (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 office of the County Superintendent of Schools. 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. Such policies and procedures shall be made available to CONTRACTOR upon CONTRACTOR'S request. 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 within 24 hours, submit electronically, any accident or incident report to LEA. CONTRACTOR shall properly submit required accident or incident reports as required by the District.

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.* and Education Code section 44691. 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

CONTRACTOR shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitute 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 procedures 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 the ISA (consistent with IEP benchmark dates, unless otherwise specified on the ISA); and name or initials of each student for when the

service was provided. In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this Master Contract. At the discretion of 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 failed to perform, in whole or in part, under the terms of this Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice; (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR'S educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA within five (5) days of such confirmation; (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student; or (i) CONTRACTOR fails to provide the required liability/insurance documentation as outlined in Section 15. 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 related services for days on which a student's attendance does not qualify for 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 a 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. In such cases only, the adjustments in basic education rate shall be based on the percentage of a 314-minute instructional day.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this 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. Costs for ERMHS 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 2016 and terminates at 5:00 P.M. on June 30, 2017, unless sooner terminated as provided herein.

CONTRACTOR
POINT QUEST PEDIATRIC EDUCATION

Nonpublic School/Agency

By:

Signature

Date

Name and Title of Authorized
Representative

Notices to CONTRACTOR shall be addressed to:
RICK BASSANELLI

Name and Title

POINT QUEST PEDIATRIC EDUCATION

Nonpublic School/Agency/Related Service Provider
6600 44TH STREET

Address

SACRAMENTO, CA

95823

City

State

Zip

916-422-0571

916-

Phone

Fax

rbassanelli@pointquested.com

Email*

(*Required)

LEA
CENTER JOINT UNIFIED

By:

1/9/17

Signature

Date

By:

SCOTT A. LOEHR, SUPERINTENDENT

Name and Title of Authorized
Representative

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 – 2016-2017 CONTRACT YEAR

CONTRACTOR	POINT QUEST PEDIATRIC EDUCATION	CONTRACTOR NUMBER	18	2016-2017
<u>(NONPUBLIC SCHOOL)</u>		<u>(CONTRACT YEAR)</u>		

Per CDE Certification, total enrollment may not exceed

If blank, the number shall be as determine by CDE Certification.

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

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

Rate	Period
_____	_____
_____	_____
_____	_____

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

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

B. Related Services

- | | | | |
|------|--|------------|----------------|
| (1) | a. Transportation – Round Trip (NPS only, unless otherwise agreed to by LEA) | _____ | _____ |
| | b. Transportation – One Way (NPS only, unless otherwise agreed to by LEA) | _____ | _____ |
| | c. Transportation-Dual Enrollment | _____ | _____ |
| | d. Public Transportation | _____ | _____ |
| | e. Parent* | _____ | _____ |
| (2) | a. Educational Counseling – Individual | _____ | _____ |
| | b. Educational Counseling – Group of | _____ | _____ |
| | c. Counseling – Parent | _____ | _____ |
| (3) | a. Adapted Physical Education – Individual | _____ | _____ |
| | b. Adapted Physical Education – Group of _____ | _____ | _____ |
| | c. Adapted Physical Education – Group of _____ | _____ | _____ |
| (4) | a. Language and Speech Therapy – Individual | _____ | _____ |
| | b. Language and Speech Therapy – Group of 2 | _____ | _____ |
| | c. Language and Speech Therapy – Group of 3 | _____ | _____ |
| | d. Language and Speech Therapy – Assessment | _____ | _____ |
| | e. Language and Speech - Consultation Rate | _____ | _____ |
| (5) | a. Additional Instructional Assistant - Individual (must be authorized on IEP) | _____ | _____ |
| | b. Additional Instructional Assistant – Group of 2 | _____ | _____ |
| | c. Additional Instructional Assistant – Group of 3 | _____ | _____ |
| (6) | Intensive Special Education Instruction** | _____ | _____ |
| (7) | a. Occupational Therapy – Individual | _____ | _____ |
| | b. Occupational Therapy – Group of 2 | _____ | _____ |
| | c. Occupational Therapy – Group of 3 | _____ | _____ |
| | d. Occupational Therapy – Group of 4 - 7 | _____ | _____ |
| | e. Occupational Therapy - Consultation Rate | _____ | _____ |
| (9) | Physical Therapy | _____ | _____ |
| (10) | Initial Evaluations | _____ | _____ |
| | Independent Education Evaluations (IEEs) | _____ | _____ |
| (11) | Behavior Intervention - Implementation | \$40.00/hr | 7/1/16-6/30/17 |

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

**By credentialed Special Education Teacher.

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

2016–2017

MASTER CONTRACT
**GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES**

District CENTER JOINT UNIFIED

Contract Year 2016-2017

 Nonpublic School
 X Nonpublic Agency

Type of Contract:

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

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

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

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

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL/AGENCY SERVICES
2016-2017**

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. INSURANCE	6
16. INDEMNIFICATION AND HOLD HARMLESS	9
17. INDEPENDENT CONTRACTOR	9
18. SUBCONTRACTING	9
19. CONFLICTS OF INTEREST	10
20. NON-DISCRIMINATION	10

III. EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION	10
22. GENERAL PROGRAM OF INSTRUCTION	11
23. INSTRUCTIONAL MINUTES	12
24. CLASS SIZE	12
25. CALENDARS	13
26. DATA REPORTING	14
27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT	14
28. STATEWIDE ACHIEVEMENT TESTING	14
29. MANDATED ATTENDANCE AT LEA MEETINGS	14
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
2016-2017**

33. SURROGATE PARENTS AND FOSTER YOUTH	17
34. DUE PROCESS PROCEEDINGS	17
35. COMPLAINT PROCEDURES	17
36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS	17
37. TRANSCRIPTS	18
38. LEA STUDENT CHANGE OF RESIDENCE	18
39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM	19
40. PARENT ACCESS	19
41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT	19
42. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS	20
43. STATE MEAL MANDATE	20
44. MONITORING	20
 IV. <u>PERSONNEL</u>	
45. CLEARANCE REQUIREMENTS	21
46. STAFF QUALIFICATIONS	22
47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS	23
48. STAFF ABSENCE	23
49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME	23
 V. <u>HEALTH AND SAFETY MANDATES</u>	
50. HEALTH AND SAFETY	24
51. FACILITIES AND FACILITIES MODIFICATIONS	24
52. ADMINISTRATION OF MEDICATION	25
53. INCIDENT/ACCIDENT REPORTING	25
54. CHILD ABUSE REPORTING	25
55. SEXUAL HARASSMENT/DISCRIMINATION	25
56. REPORTING OF MISSING CHILDREN	26
 VI. <u>FINANCIAL</u>	
57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING AND BILLING PROCEDURES	26
58. RIGHT TO WITHHOLD PAYMENT	27
59. PAYMENT FROM OUTSIDE AGENCIES	28
60. PAYMENT FOR ABSENCES	28
61. INSPECTION AND AUDIT	29
62. RATE SCHEDULE	30
63. DEBARMENT CERTIFICATION	30
EXHIBIT A: RATES (NPS ONLY)	32
EXHIBIT B: RATES (NPA ONLY)	35

LEA: CENTER JOINT UNIFIED SCHOOL DISTRICT

**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES
PROVIDER: HEAR SAY
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, 2016, between the Center Joint Unified School District (hereinafter referred to as the local educational agency "LEA" or "District") and Hear Say, (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 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR'S failure to comply with applicable LEA policies (e.g., those policies relating to the provision of special education and/or related services, facilities for individuals with exceptional needs, LEA student enrollment and transfer, LEA student inactive status, corporal punishment, student discipline, and positive behavior interventions).

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2016 to June 30, 2017 unless otherwise stated. (Cal. Code Regs., tit. 5, § 3062(a).) 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, 2017. (Cal. Code Regs., tit. 5, § 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. (Ed. Code §§ 56366(c)(1), (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. (Ed. Code § 56366(a)(5); Cal. Code Regs., tit. 5, § 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 (including but not limited to, for example, the requirements set forth in California Code of Regulations, title 5, sections 3064 and 3065 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. (Ed. Code § 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, NPA behavior intervention aides, and bus aides and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held; business licenses held; documents evidencing other 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 quarterly reports (Form 941/DE3DP); 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 and the legitimate interests therefore. 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 not 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. 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 CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

This Master Contract or an Individual Service Agreement may be terminated for cause. 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 unless the parent agrees to the transfer of the student to a 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 (Ed. Code § 56366(a)(4)), or immediately if 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, except as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an 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. INSURANCE

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

\$2,000,000 per occurrence
\$ 500,000 fire damage
\$ 5,000 medical expenses
\$1,000,000 personal & adv. injury
\$3,000,000 general aggregate
\$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. **Business Auto Liability Insurance** for all owned scheduled, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- C. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering CONTRACTOR's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits

Part B – \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) Insurance**, including sexual molestation and abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence
\$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Any deductibles or self-insured retentions above \$100,000 must be disclosed to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

- G. For any claims related to the services contracted for under this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance may reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II – INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is a nonpublic school affiliated with a residential treatment center (NPS/RTC), the following insurance policies are required:

- A. **Commercial General Liability Insurance** of \$3,000,000 per Occurrence and \$6,000,000 in General Aggregate. The policy shall be endorsed to name the LEA and the Board of Education as named additional insureds and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no self-insured retention above \$100,000 without the prior written approval of the LEA.
- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime** coverage shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse** coverage, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations. Consistent with Section 5 of this Master Contract, however, the Master Contract may be amended only by written amendment executed by both Parties.

16. 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, employees, agents, attorneys, volunteers, and subcontractors with respect to a claim

resulting from or arising out of this Master Contract or its performance and 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.

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 15 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 upon request 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 gender, nationality, race or ethnicity, religion, age, sexual orientation, gender identity, gender expression, or disability or any other classification protected by federal or state law, in employment or operation of its programs.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION ("FAPE")

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. Per Sections 60851.5 and 60851.6 of the California Education Code, these requirements do not include passing the California High School Exit Exam ("CAHSEE") as the administration of that examination is currently suspended.

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 an LCI, 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 caregiver 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 on staff individuals trained as the law requires. (Cal. Code Regs., tit. 5, § 3051.23.) It is understood that Behavior Intervention Services are limited per CDE Certification and do not constitute an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students 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.

For students in grades kindergarten through 12, inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and pass time shall be the same as the Education Code prescribes for the LEA.

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 ensure 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 ensure 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 (3) and five (5) 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/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 student's 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. As of the execution of this Master Contract, these holidays are: Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, and Independence Day. 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 its 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

When CONTRACTOR is a nonpublic school, 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), and the Fitness Gram, California English Language Development Test ("CELDT") 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"). Further, CONTRACTOR shall affirmatively inform each of its employees about the policy and provide each employee a copy thereof. CONTRACTOR shall also ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. Training includes certification with an approved SELPA crisis intervention program. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within 6 days of any new hire.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP that is designed to change, replace, modify, or eliminate a targeted behavior, 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, as suitable to the situation.

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.

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. (Ed. Code §§ 56366(a)(2)(B)(i), (ii); 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 an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with all LEA surrogate parent assignments. A pupil in foster care shall be defined pursuant to Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1

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/ISA.

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 Policy pursuant to Title 5 of the California Code of Regulations section 4960(a); (3) Sexual Harassment Policy pursuant to California Education Code 231.5; (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"), 45 C.F.R. § 164.520; and (6) Notification and Complaint Procedures for Disability Access, pursuant to 42 U.S.C. §§ 12101 et seq. 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. Additional time may be granted as needed by LEA.

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 (9) through twelve (12) 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 without prior notice 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 (3) times per year.

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.

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 provide 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. Moreover, 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.

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

If CONTRACTOR is a licensed children's institution ("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. If requested by LEA, 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 sections 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice ("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 notification 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 California Department of Justice ("CDOJ") and the Federal Bureau of Investigation ("FBI"). 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 notification 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 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) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58 and Title 5 of the California Code of Regulations, sections 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and/or services to students with the disabling conditions placed in their program/school through documentation provided to the CDE. (Cal. Code Regs., tit. 5, § 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 (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (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 office of the County Superintendent of Schools. 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. Such policies and procedures shall be made available to CONTRACTOR upon CONTRACTOR'S request. 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 within 24 hours, submit electronically, any accident or incident report to LEA. CONTRACTOR shall properly submit required accident or incident reports as required by the District.

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.* and Education Code section 44691. 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

CONTRACTOR shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitute 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 procedures 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 the ISA (consistent with IEP benchmark dates, unless otherwise specified on the ISA); and name or initials of each student for when the service was provided. In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this Master Contract. At the discretion of 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 failed to perform, in whole or in part, under the terms of this Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice; (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR'S educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA within five (5) days of such confirmation; (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student; or (i) CONTRACTOR fails to provide the required liability/insurance documentation as outlined in Section 15. 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 related services for days on which a student's attendance does not qualify for 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 a 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. In such cases only, the adjustments in basic education rate shall be based on the percentage of a 314-minute instructional day.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this 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. Costs for ERMHS 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 2016 and terminates at 5:00 P.M. on June 30, 2017, unless sooner terminated as provided herein.

CONTRACTOR
HEAR SAY

Nonpublic School/Agency

By:

Signature Date
GINNA BRENTS, SITE ADMINISTRATOR

Name and Title of Authorized
Representative

Notices to CONTRACTOR shall be addressed to:

Name and Title
HEAR SAY

Nonpublic School/Agency/Related Service Provider
P.O. BOX 1438

Address
EL DORADO HILLS, CA 95827

City State Zip
916-400-3454

Phone Fax
ginnabrents@yahoo.com

Email*
(*Required)

LEA
CENTER JOINT UNIFIED

By: 3/21/17

Signature Date
By: SCOTT A. LOEHR, SUPERINTENDENT

Name and Title of Authorized
Representative

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 - 2016-2017 CONTRACT YEAR

**CONTRACTOR
(NONPUBLIC AGENCY)**

HEAR SAY

CONTRACTOR NUMBER

17

Per CDE Certification, total enrollment may not exceed

**If blank, the number shall be as determine by
CDE Certification.**

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

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

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

Rate

Period

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

B. Related Services

- (1)
 - a. Transportation – Round Trip (NPS only, unless otherwise agreed to by LEA)
 - b. Transportation – One Way (NPS only, unless otherwise agreed to by LEA)
 - c. Transportation-Dual Enrollment
 - d. Public Transportation
 - e. Parent*
- (2)
 - a. Educational Counseling – Individual
 - b. Educational Counseling – Group of
 - c. Counseling – Parent
- (3)
 - a. Adapted Physical Education – Individual
 - b. Adapted Physical Education – Group of
 - c. Adapted Physical Education – Group of
- (4)
 - a. Language and Speech Therapy – Individual
 - b. Language and Speech Therapy – Group of 2
 - c. Language and Speech Therapy – Group of 3
 - d. Language and Speech Therapy – Assessment
 - e. Language and Speech - Consultation Rate
- (5)
 - a. Additional Instructional Assistant - Individual (must be authorized on IEP)
 - b. Additional Instructional Assistant – Group of 2
 - c. Additional Instructional Assistant – Group of 3
- (6) Intensive Special Education Instruction**
- (7)
 - a. Occupational Therapy – Individual
 - b. Occupational Therapy – Group of 2
 - c. Occupational Therapy – Group of 3
 - d. Occupational Therapy – Group of 4 - 7
 - e. Occupational Therapy - Consultation Rate
- (9) Physical Therapy
- (10) Initial Evaluations
Independent Education Evaluations (IEEs)

\$95/HR

7/1/16-6/30/17

(11)

*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: April 19, 2017

Action Item X

To: Board of Trustees

Information Item

From: Scott Loehr, Superintendent

Attached Pages

Initials: S.L.

SUBJECT: 2016/2017 Individual Services Agreements

Please ratify the following Individual Services Agreements for special education to receive services at nonpublic schools/agencies during the 2016/17 fiscal year.

2016/17-211-218	Melady McCarty	\$ 7,040.00
2016/17-219	Amber Fitzgerald	\$ 3,600.00
2016/17-220	Hear Say Speech	\$ 570.00
2016/17-221	Occupational Therapy for Children	\$ 480.00
2016/17-208*	Point Quest Pediatric (*name correction)	\$14,400.00

RECOMMENDATION: CJUSD Board of Trustees to ratify Individual Service Agreements for the 2016/2017 school year.

CONSENT AGENDA

Center Unified School District

AGENDA REQUEST FOR:

Dept./Site: Center Adult School

Action Item X

To: Board of Trustees

Information Item _____

Date: April 3, 2016

Attached Pages 2

From: David French

Principal's Initials: DF

SUBJECT

Approve Addendum to Sacramento County Office of Education
MOU #16-B-CJ

Funding for Center Adult School to support a part time Transition
Specialist.

RECOMMENDATION: Approve

CONSENT AGENDA

**Addendum 2 to Memorandum of Understanding (MOU) # 16-B-CJ
Between Sacramento County Office of Education (SCOE)
and Center Joint Unified School District
for AEBG 2016-2017 Consortium Allocation Funding**

Term of Agreement – Upon signature from both parties through February 28, 2019

I. Purpose

The Sacramento County Office of Education (SCOE) (the Capital Adult Education Regional Consortium (CAERC) fiscal agent) and each of the CAERC members for the Adult Education Block Grant (AEBG) 2016-17 Consortium Allocation funding entered into a Memorandum of Understanding for the term of agreement upon signature from both parties through February 28, 2019. Center Joint Unified School District is a member of CAERC (hereinafter referred to as "CAERC Member") and entered into such an MOU with SCOE (MOU).

The parties entered into an Addendum 1 on February 23, 2017. For reference purposes only, this Addendum 2 will be dated February 20, 2017.

This Addendum 2 amends the MOU to address additional funding to address the following AEBG objectives:

- Objective 3: Integration & Seamless Transitions
 - Plans for consortium members and partners to integrate existing programs and create seamless transitions into postsecondary education or the workforce.
- Objective 6: Professional Development
 - Plans to collaborate in the provision of ongoing professional development opportunities for faculty and other staff to help them achieve greater program integration and improve student outcomes.

Accordingly, SCOE and CAERC Member agree to the following provisions regarding the Additional Funds.

II. SCOE Responsibilities

As the CAERC fiscal agent and program manager, SCOE will undertake the responsibilities set forth in the MOU in Sections III and IV for the Additional Funds.

III. CAERC Member Responsibilities

The parties agree to the additional provisions to Section V of the MOU:

In exchange for \$37,400 in Additional Funding, CAERC Member will:

- a) Build workforce partnerships and the CAERC transition specialist network.
- b) Provide and attend professional development to support regional priorities and identified consortium professional development themes - *Collaboration, Evidence-Based Best Practices, Pathways and Alignment, Instruction for Postsecondary Skills Development, Technology, Contextualized Instruction, Support Services, and Postsecondary Transitions.*
- c) Submit expenditure information.
 - Report consortium allocation expenditures to SCOE every six months prior to the AEBG reporting due dates. Dates are subject to change.

Reporting Period	Dates	Report Due from CAERC Member to Fiscal Agent
1	N/A	N/A
2	1/1/17 - 6/30/17	07/14/17
3	7/1/17 - 12/31/17	01/12/18

- d) Submit program (learner outcome) information.
- o Submit mid-year report and annual report for student summary report and program-outcome summary report for student progress to SCOE prior to the AEBG due dates.
 - o The reporting schedule is as follows:
 - The mid-year report will be due in early spring each calendar year.
 - The annual report will be due in August each calendar year.

IV. Term

Addendum 2 shall be effective upon signature from both parties through February 28, 2019.

V. MOU Otherwise Unchanged

Except as set forth herein, all other terms of the MOU remain unchanged and apply to the parties' receipt, use, and accountability for the Additional Funds. This Addendum 2 does not change the parties' responsibilities for the funding previously received for the CAERC, as set forth in the MOU and in Addendum 1.

Dr. Al Rogers
Deputy Superintendent
Sacramento County Office of Education

Alyson Collier
Center Joint Unified School District

Signature

Signature

Date

Date

Authorized Center Joint Unified School
District Representative

Signature

Printed Name

Title

Date

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Curriculum & Instruction

Date: April 19, 2017

Action Item

To: Board of Trustees

Information Item X

From: Tami JBeily,
Coordinator of State & Federal Programs

Attached Pages

Administrator's Initials: JB

SUBJECT: LEA Plan Addendum

RECOMMENDATION: The Center Joint Unified School District Board of Trustees approve the 2016-17 LEA Plan Addendum

CONSENT AGENDA

District Name: Center Joint Unified School CD Code: 34-73973
District

LOCAL EDUCATIONAL

AGENCY PROGRAM IMPROVEMENT PLAN ADDENDUM TEMPLATE

The Elementary and Secondary Education Act, codified as No Child Left Behind (NCLB, Section 1116[c][7][A]), requires that local educational agencies (LEAs) identified for Program Improvement (PI) shall, not later than three months after being identified, develop or revise an LEA Plan, in consultation with parents, school staff, and others. Rather than completely rewriting the existing LEA Plan, we recommend using this LEA Plan Addendum template to address the items below. Type your responses in the expandable text boxes.

Prior to developing this revision, please use the State Assessment Tools, as applicable, to analyze school/district needs for improved student achievement. These tools are available on the California Department of Education (CDE) State Assessment Tools Web page at <http://www.cde.ca.gov/ta/ac/ti/stateassesspi.asp>. Contact the District Innovation and Improvement Office at 916-319-0836 if you have any questions regarding the State Assessment Tools or completing the LEA Plan Addendum.

Please submit an electronic copy of your completed LEA Plan Addendum to CDE at LEAP@cde.ca.gov. If you have any questions regarding the LEA Plan Addendum, please contact Jacqueline Matranga, Education Programs Consultant, District Innovation and Improvement Office by e-mail at JMatranga@cde.ca.gov, or Jane Liang, Education Programs Consultant, District Innovation and Improvement Office by e-mail at JLiang@cde.ca.gov.

The LEA Plan Addendum **must be submitted to the CDE no later than Tuesday, April 19, 2016**. The LEA Plan Addendum should:

1. **Identify fundamental teaching and learning needs in the schools of the LEA and the specific academic problems of low-achieving students, including a determination of why the prior LEA Plan failed to bring about increased academic achievement for all student groups.**

Please provide a summary analysis of the needs assessment used to identify student learning needs (especially the academic problems of low achieving students). Include an analysis of why the prior LEA Plan was not successful.

1. Discuss the results of the assessments used to determine the teaching and learning needs of the schools and the district.
2. Identify academic priorities.
3. Discuss why the prior LEA Plan was not successful.

CAASPP RESULTS

ELA:

3rd Grade: 22% (67/304) Standards Met, 11.2% (34/304) Standards Exceeded
4th Grade: 27.4% (82/299) Standards Met, 17.4% (52/299) Standards Exceeded
5th Grade: 30.6% (87/284) Standards Met, 12.7% (36/284) Standards Exceeded
6th Grade: 33.9% (92/271) Standards Met, 7.4% (20/271) Standards Exceeded

7th Grade: 31.1% (88/283) Standards Met, 10.6% (30/283) Standards Exceeded
8th Grade: 32.6% (89/273) Standards Met, 4.8% (13/273) Standards Exceeded
11th Grade: 32.8% (102/311) Standards Met, 19.3% (60/311) Standards Exceeded

MATH:

3rd Grade: 23.4% (71/304) Standards Met, 5.3% (16/304) Standards Exceeded
4th Grade: 29.9% (89/298) Standards Met, 7.7% (23/298) Standards Exceeded
5th Grade: 15.5% (44/284) Standards Met, 4.2% (12/284) Standards Exceeded
6th Grade: 19.2% (52/271) Standards Met, 7.7% (21/271) Standards Exceeded
7th Grade: 27.3% (77/282) Standards Met, 14.5% (41/282) Standards Exceeded
8th Grade: 20.8% (57/274) Standards Met, 8% (22/274) Standards Exceeded
11th Grade: 25.6% (77/301) Standards Met, 11.3% (34/301) Standards Exceeded

ENGLISH LEARNER RESULTS

2014-15: 65% EL Students met English Proficiency requirements, 16.5% EL reclassified

K-2 DISTRICT ASSESSMENTS

FLUENCY

Kindergarten: 56% can correctly identify 10 high frequency words
1st Grade: 51% are reading at a fluent rate of 60 WPM or greater
Second Grade: 70% are reading at a fluent rate of 95 WPM or greater

WRITING at grade level

Kindergarten Focus: 85%, Organization: 78%, Grammar & Usage: 62%, Capitalization/punctuation/spelling: 59%
1st Grade: Focus: 83%, Organization: 77%, Support: 77%, Grammar & Usage: 68%, Capitalization/punctuation/spelling: 68%,
2nd Grade: Focus: 74%, Organization: 65%, Support: 60%, Grammar & Usage: 67%, Capitalization/punctuation/spelling: 63%

MATH

Kindergarten: 43% have an understanding of basic facts within 5, 80% have a complete understanding of counting and cardinality
1st Grade: 36% have an understanding of basic facts within 10, 40% have a complete understanding of sums and differences to 10
2nd Grade: 29% have an understanding of basic facts within 20, 63% have complete understanding of sums and differences to 20

CJUSD uses CAASPP, CELDT, District assessments and curriculum assessments to determine teaching and learning needs to support our academic priorities:

- ~Students will be challenged and supported to achieve academic success in a clean, safe environment
- ~Students will be college and career ready

IDENTIFIED NEED

- ~The percentage of students who meet or exceed standards on CAASPP is lower than expected (data listed above)

~ Students are not achieving at the full potential necessary to succeed in college and career. To prepare students for College & Career, it is a priority to increase CTE opportunities, a-g participation and completion rate, increase AP offerings and AP test passage rate, increase graduation rate

2015-16: 13 CTE courses, 18 sections

2015-16: 85.66% students enrolled in a-g coursework (based upon English course), 22% completed a-g

2014-15: 52% of ELA students and 77% of math students determined prepared for college as measured by EAP

District Site Leadership has identified the following high leverage areas to focus on to improve instructional programs and opportunities:

1~Launch new data system: Illuminate

2~Implement Multi Tiered Systems of Support

3~Change high school schedule to an 8 period day, enabling more students to complete a-g coursework and ELA and math support class

4~ Target needs of EL population through Long Term English Learner (LTEL) program at 4 elementary sites, middle school and high school

5~ Purchase new K-12 ELA curriculum

6~ Provide Professional Development for ELA implementation, ELD

CONTRIBUTING FACTORS TO LACK OF SUCCESS

Current LEA Plan is out of date

Inefficient data system

Absence of district wide systems of support

Lack of Professional Development opportunities

2. Include specific, measurable achievement goals and targets for student groups identified as not making Adequate Yearly Progress (AYP), including students with disabilities and English learners, as appropriate.

Please describe specific, measurable academic goals and targets for student achievement for student groups identified as not making AYP. (Refer to the CDE AYP Reports Web page at <http://www.cde.ca.gov/ta/ac/ay/aypreports.asp>.)

The following targets apply to all student groups, ensuring the needs of English Learners, students with disabilities, foster youth and low income students are met.

Increase the percentage of students who meet or exceed standards on the CAASPP in ELA by 5%

Increase the percentage of students who meet or exceed standards on the CAASPP in math by 5%

Maintain or increase 65% rate of EL students meeting English proficiency and annual growth as measured by CELDT

Maintain or increase 15% reclassification of EL students

Increase percentage of K-2 students achieving proficiency in ELA by 2%

Increase percentage of K-2 students achieving proficiency in mathematics by 2%

Increase a-g completion rate to 26%

2% increase of ELA students and math students determined prepared for college as measured by the EAP

3. Incorporate research-based strategies to strengthen the core academic program for identified student groups in schools served by the LEA, including students with disabilities and English learners, as appropriate.

Please describe the specific strategies that the district will use and how those strategies will be implemented and monitored to strengthen the core academic program.

District adopted curriculum assessments given, including universal screeners, benchmark and unit assessments

District works with Curriculum and Instruction team from school sites to create:

calendar of administration of assessments

training for administering assessments

data collection and analysis completed by site and district

District Adopted Curriculum PD

teachers and admin receive PD on specific components of the core curriculum and how to use the core curriculum data to create intervention lessons for small group instruction

High Quality First Instruction in classrooms

teachers & admin receive continued PD on topic

admin use monthly walk throughs to observe for specific PD topic

teachers will use collaboration time to plan grade level/subject alike lessons and assessments

Universal Design for Learning

teachers and admin will receive PD on UDL

teachers will use collaboration time to plan grade level/subject alike lessons that incorporate UDL principles

admin use monthly walk throughs to observe for specific PD topic

Utilize formative and interim assessments

teachers and admin will receive PD on formative and interim assessments

teachers will use collaboration time to plan grade level/subject alike formative and interim scope and sequences and review data from the assessments

admin use monthly walk throughs to observe for specific form of assessing and review data from grade level/subject areas

4. Specify actions to implement the identified strategies that have the greatest likelihood of improving student achievement in meeting state standards.

Please identify actions to be implemented to accomplish the identified strategies and how they will be supported and monitored. (See examples of full implementation descriptions in the Academic Program Survey [APS] and the District Assistance Survey [DAS] on the CDE State Assessment Tools Web page at http://www.cde.ca.gov/ta/ac/ti/stateassesspi.asp .)	Person(s) Responsible	Specific Timeline	Estimated Cost/ Funding Source
Professional Development to support the implementation of ELA and ELD curriculum	C& I Dept	Ongoing through April 2018	\$58,000 Title II
ELA and math intervention at all 4 elementary sites, 1 middle school and 2 high schools	Site Admin	Ongoing through May 2018	\$500,000 LCFF
Transitional Summer School for EL students moving from elementary to middle school and from middle school to high school	C&I Dept	July 2017	\$5,000 Title III

Long Term EL support at all 4 elementary sites, middle school and high school	Site Admin	Ongoing through May 2017	\$42,000 LCFF

5. Provide high-quality professional development for the instructional staff that focuses on instructional improvement and supports the strategies and actions described above.

Please describe the professional development the LEA will provide to instructional staff to address the identified strategies and actions.	Person(s) Responsible	Specific Timeline	Estimated Cost/ Funding Source (including 10% set-aside from Title I, Part A)
K-6 Wonders Training:			
CJUSD Cadre collaboration with Sacramento County Office of Education	C&I Dept	Ongoing through April 2018	\$8,000 Title II
Grade level teams collaborate with SCOE presenter to study an instructional topic and dig into the Wonders TE	C&I Dept	Monthly through April 2018	\$42,000 Title II
Wonders training for Special Education teachers on foundational skills, diagnostic assessments	C&I Dept	January 2018	\$2,500 Title II

Wonders training for Title I teachers on foundational skills, diagnostic assessments	C&I Dept	January 2018	\$2,500 Title II
Wonders training for EL teachers on ELD Standards, ELA/ELD framework, integrated & designated curriculum	C&I Dept	January 2018	\$5,000 Title III

6. Incorporate, as appropriate, activities before school, after school, during the summer, and/or during an extension of the school year.

Please describe those activities and how the LEA will incorporate them.	Person(s) Responsible	Specific Timeline	Estimated Cost	Funding Source
Transitional Summer School for EL students moving from elementary to middle school and from middle school to high school	C& I Dept	July 2017	\$5000	Title III

7. Include strategies to promote effective parental involvement in the school.

Please describe parental involvement strategies and how the LEA will support them across the LEA.	Person(s) Responsible	Specific Timeline	Estimated Cost	Funding Source
Family Resource Class for Immigrant families	Family Resource Center	Ongoing through April 2018	\$9000	Title III Immigrant
Promote parent involvement in SSC, PTA, ELAC, DELAC, Superintendent Advisory Council, Parent Teacher conferences, Open House, Back to School Night and other site and district activities	Site Admin, Dist Admin	Ongoing through April 2018	\$1000	LCFF General Funds
Offer communication in Spanish and Russian which may include translated handbooks, documents, flyers, event invites, etc.	Site Admin, Dist Admin	Ongoing through April 2018	\$1500	Title III

--	--	--	--	--

**LOCAL EDUCATIONAL AGENCY PROGRAM IMPROVEMENT PLAN ADDENDUM
ASSURANCE PAGE**

Local Educational Agency (LEA) Plan Information:

Name of LEA: Center Joint Unified

County District Code: 34-73973

Date of Local Governing Board Approval: April 19, 2017

District Superintendent: Scott A. Loehr

Address: 8408 Watt Ave

City: Antelope

Zip Code: 95747

Phone: 916-338-6409

FAX: 916-338-6411

E-mail:
sloehr@centerusd.org

Signatures:

On behalf of LEAs, participants included in the preparation of this LEA Program Improvement Plan Addendum:

Signature of Superintendent	Scott A. Loehr	Date
-----------------------------	----------------	------

Signature of Board President	Delrae Pope	Date
------------------------------	-------------	------

By submission of the local board approved LEA PI Plan Addendum (in lieu of the original signature assurance page in hard copy), the LEA certifies that the plan has been locally adopted and original signed copies of the assurances are on file in the LEA. The certification reads:

Certification: I hereby certify that all of the applicable state and federal rules and regulations will be observed by this LEA and that, to the best of my knowledge, information contained in this Plan is correct and complete. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained onsite. I certify that we accept all general and program specific assurances for Titles I, II, and/or III as appropriate, except for those for which a waiver has been obtained. A copy of all waivers will remain on file. I certify that actual ink signatures for this LEA Plan/Plan Addendum/Action Plan are on file, including signatures of any required external providers.

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Facilities & Operations Department

To: Board of Trustees

Action Item X

Date: April 19, 2017

Information Item

From: Craig Deason, Assist. Supt.

Attached Pages 2

Assist. Supt. Initials: CD

SUBJECT: Amendment 2 to Agreement with CPM for Facility Needs Assessment and Implementation Planning Services for Modernization Projects

Facilities & Operations request that the Agreement with CPM entered into June 30, 2016, be amended as follows:

Add to Attachment 1 – Proposal for Facility Needs Assessment and Implementation Planning Services for Modernization Projects, under Scope of Work:

IV: Facility Design Standards

- a. Update current Facility Design Standards
 - Procedural Requirements
 - New Construction Requirements
 - Modernization Requirements
 - Portable Requirements
 - Interim Housing Requirements
 - Document Standards
 - Specification Standards
- b. Preparation of Draft Document
- c. Review draft with Stakeholders
- d. Finalization of Document

CONSENT AGENDA

Add to Attachment 1 – Proposal for Facility Needs Assessment and Implementation Planning Services for Modernization Projects, under Fee Summary:

IV. Facility Design Standards \$ 35,000

Recommendation: That the Board of Trustees approves the amendments to the agreement with CPM for needs assessment, planning and implementation services for future modernization projects.

AGENDA ITEM # _____

Contract Amendment #2

April 19, 2017

Facility Needs Assessment and Implementation Planning Services For Modernization Projects Agreement between Center Joint Unified School District, Sacramento County, California, hereinafter called the Owner or District, and Capital Program Management Inc., hereinafter called the Program Manager or PM (hereinafter collectively referred to as "Parties").

WHEREAS, the Parties entered into an Agreement ("Agreement") dated June 30, 2016 to provide Program Management Services for Facility Needs Assessment and Implementation Planning Services in connection with renovation projects in the District; and

WHEREAS, the Parties wish to amend the Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

This is an Amendment to enhance the scope of services to add Facility Design Standards services to Attachment 1 – Proposal for Facility Needs Assessment and Implementation Planning Services for Modernization Projects, and to increase the Fee Summary total from Four Hundred Forty-Six Thousand Two Hundred Dollars (\$446,200) to Four Hundred Eighty-One Thousand Two Hundred Dollars (\$481,200), an increase of Thirty-five Thousand Dollars (\$35,000).

ADD to Attachment 1 – Proposal for Facility Needs Assessment and Implementation Planning Services for Modernization Projects, under Scope of Work:

IV: Facility Design Standards

- a. Update current Facility Design Standards
 - Procedural Requirements
 - New Construction Requirements
 - Modernization Requirements
 - Portable Requirements
 - Interim Housing Requirements
 - Document Standards
 - Specification Standards
- b. Preparation of Draft Document
- c. Review draft with Stakeholders
- d. Finalization of Document

ADD to Attachment 1 – Proposal for Facility Needs Assessment and Implementation Planning Services for Modernization Projects, under Fee Summary:

IV.	Facility Design Standards	\$ 35,000
-----	---------------------------	-----------

NOW, THEREFORE, the Parties agree that all other terms, conditions, exhibits, and obligations of the Agreement remain in effect throughout the term of the Agreement except for those provisions of the Agreement that are directly contradicted by this Amendment, in which event the terms of the Amendment shall control.

The covenants and conditions contained in this Amendment shall apply to and bind the Parties and the heirs, legal representatives, successors and permitted assigns of the Parties.

This Amendment is executed as of the day and year first written above.

CENTER JOINT UNIFIED SCHOOL DISTRICT:

By: _____

Its: _____

Date: _____

CAPITAL PROGRAM MANAGEMENT, INC.:

By:



Mr. Wallace E. Browe

Its:

President

Date:

3.13.2017

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Facilities & Operations Department

To: Board of Trustees

Action Item X

Date: April 19, 2017

Information Item

From: Craig Deason, Assist. Supt.

Attached Pages 4

Assist. Supt. Initials: CD

SUBJECT: Agreement Between Center Joint Unified School District and Nacht & Lewis Architects for Paint & Perimeter Fencing Upgrades – Wilson C. Riles Middle School, Spinelli Elementary, Oak Hill Elementary & Dudley Elementary

The District is requesting approval to enter into an agreement with Nacht & Lewis Architects to provide paint and perimeter fencing upgrades at Wilson C. Riles Middle School, Spinelli Elementary School, Oak Hill Elementary and Dudley Elementary for a fee not to exceed \$36,900.00.

RECOMMENDATION: That the Board of Trustees approves the agreement with Nacht & Lewis Architects.

CONSENT AGENDA

April 3, 2017

Craig Deason
Assistant Superintendent, Facilities & Operations
Center Jt. Unified School District
8408 Watt Ave.
Antelope, CA 95843-9116

**Re: Scope & Fee Proposal for Paint & Perimeter Fencing Upgrades at
Riles MS, Spinelli ES, Oak Hill ES & Dudley ES**

Dear Craig,

Nacht & Lewis Architects (N&L) is pleased to continue to serve the Center Jt. Unified School District (CJUSD/District) and submit this scope and fee proposal for providing exterior paint, fencing and miscellaneous upgrades to the four existing school campuses identified above. Upon mutual acceptance, this document may serve as our written agreement for professional services for this project.

1.0 SCOPE OF SERVICES

1.01 Project Understanding & Scope of Services

- A.** Provide design, construction documents, bidding assistance and construction administration assistance for exterior painting, fencing and miscellaneous cosmetic upgrades at Riles Middle School, Spinelli Elementary School, Oak Hill Elementary School, and Dudley Elementary School.
- B.** Work will be consistent with previous planning studies prepared by N&L and as previously discussed with the District. Two separate bid packages will be created. One will combine the work at Riles MS and Spinelli ES. The other will combine the work at Oak Hill ES and Dudley ES.
- C.** Capital Program Management will be assisting the District in managing the implementation of these projects.
- D.** Work will be publicly bid and performed during the summer of 2017.

1.02 Individual Site Scope

- A.** Riles Middle School
 - i.** Paint exterior cement plaster and modular buildings. Confirm base colors and accent color locations during the CD phase. Treat CMU surfaces with weather resistant sealer and anti-graffiti coating up to 12 feet or as otherwise required by the District.
 - ii.** Provide all exterior raised letters as well as cut graphic letters and mascot graphics on existing ornamental iron entry fence as identified in the previous scoping study.

- iii. Provide painted mascot logo on exterior of gymnasium.
- iv. Provide banner mounts identified in previous scoping study.

B. Spinelli Elementary School

- i. Paint exterior of MP and Office buildings only and perhaps only the front 3 sides. Include infill of (2) Kitchen windows and painted mascot graphics on face of MP.
- ii. Provide all exterior raised letters at Office and MP and painted Office door graphics as identified in the previous scoping study.
- iii. Provide new flagpole and remove existing.
- iv. Provide power to new digital marquee location on MP.
- v. Remove existing chain link fencing and provide new ornamental iron fence and gates along front of campus and kindergarten, including at existing trash enclosure and electrical switchgear. Provide painted "paw print" graphics at portion of fencing as identified in the previous scoping study. Accessible egress hardware and gate closers will be required at all accessible path of travel gate crossings.

C. Oak Hill Elementary School

- i. Paint all exterior surfaces including cement plaster, doors, frames, flashing and trim. Cement plaster is integral colored and not painted. It may be determined that an acrylic/elastomeric paint blend will be best suited for painting all existing plaster surfaces. N&L to organize Kelly Moore paint representative to meet and discuss.
- ii. Remove existing chain link fencing and provide new ornamental iron fence and gates, including manually operated sliding gate at fire access way and at locations identified in the previous scoping study. Accessible egress hardware and gate closers will be required at all accessible path of travel gate crossings. Confirm actual fence replacement area at Kindergarten.

D. Dudley Elementary School

- i. Remove existing chain link fencing and provide new ornamental iron fence and gates at locations identified in the previous scoping study. Accessible egress hardware and gate closers will be required at all accessible path of travel gate crossings. Provide a bid alternate to replace all fencing along Aztec Way with ornamental iron.

1.03 Pre-Design & Base Drawings

- A.** Review previous beautification studies, confirm applicable project scope with District and revisit sites for more detailed documentation of existing conditions.
- B.** Obtain available record drawings and prepare electronic base drawings.

1.04 Construction Documents

- A. Prepare two separate bid packages as described in Section 101.B above. Construction documents will be prepared with a combination of District provided record documents, field verification and details provide by N&L. Construction documents will include overall campus site plans, exterior elevations for sites getting painting, and details of fence, gates, and mascot graphics.
- B. Prepare technical specifications for painting, ornamental iron fencing, hardware, and other physical components of the construction.
- C. Review draft construction document packages with the District and make any required revisions and publish final bid packages.

1.05 Bidding

- A. Assist the District in the bidding of the project by providing full construction drawings and technical specifications, helping District promote the project to qualified bidders and assisting in developing advertising and the notice to bidders.
- B. Attend (2) pre-bid site meetings.
- C. Answer bidder requests for information, issue appropriate addenda.
- D. Assist the District in the review of bids and determination of qualified bidders.

1.06 Construction Administration

- A. Perform normal CA functions including routine site visits and construction progress meetings, maintain meeting notes, respond to contractor requests for information, review submittals, and assist the District in issuing any required change orders. CA phase construction meeting attendance shall be limited to every other week for the construction period indicated in the schedule portion of this proposal. N&L will also attend (2) pre-construction meetings.
- B. Review contractor provided project record documents and record drawings, perform punch list reviews (limit 2 visits).

1.07 Engineering and Consulting Services

- A. All work described in this proposal will be performed by N&L. No consultants are required.

1.08 Assumptions/Exclusions

- A. N&L will utilize original District provided PDF drawing files and AutoCAD overlay to prepare electronic construction documents. Drawing scope will be field verified only to the extent it is relevant to the scope of this project. Exhaustive field verification or creation of AutoCAD site and building plans are not a part of this scope.
- B. District will provide the design team access to the work areas. The design team will try to limit site visits to after school hours but to maintain schedule, this may not always be possible and school period work may be required.

- C. These projects will not be processed by the Division of the State Architect (DSA). Painting scope is not required to be reviewed by DSA. DSA review of fencing projects is required when gates occur along paths of accessible travel. However, DSA review is limited to projects in excess of \$100,000 per DSA IR A-10. Site fencing should be under this threshold at each site. Gates will need to be designed for full accessibility per CBC 2016 Chapter 11 with panic egress hardware.
- D. Testing and/or special inspection, topographic surveys, geotechnical engineering, fees, and permits are not a part of this proposal.
- E. N&L to provide technical specification sections only. District provide all Division 0 & 1 (front-end) specifications, bidding requirements, schedules, and related contract forms. N&L will assist with defining the scope of work and notice to bidders.
- F. Specifications in CSI Master Specification 50-Division format.
- G. Other than those deliverables identified herein, additional hardcopy prints of drawings and/or specifications, including bid documents or record drawings are not a part of this proposal.
- H. Models, renderings, or other graphic presentations are not a part of this proposal.
- I. Although this project is planned as two separate bid projects, this proposal assumes that individual construction phase project meetings will be held back-to-back in order to economize N&L's site visit time.

2.0 ADDITIONAL SERVICES

- 2.01 In the event that the scope of services is modified from what has been outlined herein, the resulting work shall be provided only when confirmed or authorized in writing by the District and N&L. Such services shall be billed as additional services and based on the hourly identified in N&L's 2017 Billing Rate Schedule or as a negotiated stipulated sum.

2.02 Cost Estimates

N&L will work to design a solution that reflects the stated needs, program, and code requirements and which is consistent with the existing fit and finish of the facility. N&L will not provide detailed cost estimates as part of the scope.

2.03 Construction Contracting

N&L assumes that the construction of this project will be through a normal competitive bid process under a traditional design-bid-build project delivery method.

3.0 SCHEDULE

- 3.01 The following is a tentative schedule, developed following conversations between N&L, Capital Program Management, and the District. The following represents the basis of this proposal:

- A. Pre-Design & Base Drawings 3/20/17 - 3/31/17
- B. Construction Documents 3/31/17 - 4/17/17

C.	Bid/Award	4/17/17 - 5/25/17
D.	Last day of school	5/26/17
E.	Notice to Proceed	6/9/17
F.	Pre-Construction Mtg.	7/10/17
G.	On-site construction	7/11/17 – 8/18/17
F.	First day of school/beneficial occ.	8/3/17

4.0 PROJECT CONSTRUCTION BUDGET

- 4.01 A total project budget or construction budget has not been provided although it is anticipated this project scope, including all soft costs will be approximately \$1 million. Fees outlined herein reflect the actual work effort to complete the work identified in this proposal.

5.0 COMPENSATION

- 5.01 Fees are based on a lump sum with percent phase billing and include all labor and direct expenses for N&L and their designated consultants. Basic reimbursable expenses are included in the lump sum fee and include meetings, site trips and all deliverables identified herein. Additional trips, meetings, deliverables, and other additional service fees shall be considered above this base fee and can be negotiated as occur under the terms of the Architectural Services Agreement.

5.02 Phase Fee Breakdown:

Pre-Design & Base Drawings	\$4,350
Construction Documents	\$21,400
Bid/Award	\$2,250
<u>Construction Administration</u>	<u>\$8,900</u>
Total	\$36,900

5.03 Payment

Invoices for services rendered will be submitted monthly. Payments are due and payable 45 days from the date of invoice.

6.0 INSURANCE PROVISIONS

Professional Liability Insurer: ACE American Insurance Company
Policy Number: EONG2165596A001
Policy Limits: Per Claim: \$2,000,000
Aggregate: \$3,000,000
Coverage: This claims-made policy covers professional errors or omissions by Nacht & Lewis or on their behalf.

General Liability Insurer: Fidelity & Guarantee Insurance Underwriters
Policy Number: BK02153240
Policy Limits: Each Occurrence \$1,000,000
Fire Damage (any one fire) \$500,000
Med Exp (any one person) \$10,000
Personal & Adv Injury \$1,000,000
General Aggregate \$2,000,000
Products - Comp/Op Agg \$2,000,000

Coverage:	Each Occurrence
Auto Liability Insurer:	Fidelity & Guarantee Insurance Underwriters
Policy Number:	BK01797223
Policy Limits:	Combined Single Limit: \$1,000,000
Coverage:	Hired Autos & Non-owned Autos
Workers Comp. Insurer:	St. Paul Protective Insurance Co.
Policy Number:	BW02163757
Policy Limits:	Statutory Limits
Each Accident:	\$1,000,000
Disease/Policy Limit:	\$1,000,000
Disease/Employee:	\$1,000,000
Coverage:	Required by law, provides coverage for injuries sustained on the job. Provides all benefits by statute.

7.0 INDEMNIFICATION

- 7.01** N&L shall indemnify, defend with counsel approved by CJUSD, and hold harmless CJUSD, its officers, officials, employees and volunteers from and against liability, loss, damage, expense, cost (including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with N&L's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CJUSD, but only to the extent N&L is determined to be liable by a court, mediator or other venue qualified to make such a determination. Until liability has been determined and assigned, all parties shall pay their own costs of discovery and defense, including litigation, with prevailing party(s) being reimbursed by liable party(s) in shares proportionated to their determined level of liability as a part of final settlement. N&L shall promptly pay any final judgment rendered against the CJUSD (and its officers, officials, employees, and volunteers) with respect to claims determined by a trier of fact to have been the result of the N&L's negligent, reckless, or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

8.0 THIRD PARTY LIABILITY

- 8.01** N&L does not guarantee the completion of performance contracts by the construction contractor(s) or other third parties, nor is N&L responsible for their acts or omissions, or for the safety of their work, except when employed directly by N&L for consulting services.

9.0 SEGREGATION OF CONTRACT

- 9.01** The fees and fee apportionments quoted herein are predicated upon a single contract covering all the work described herein. If only a partial contract is assigned, the fees stipulated may be void and a new proposal may be required reflecting a revised scope or schedule of services.

10.0 FINGERPRINTING

- 10.01** Nacht & Lewis will fully comply with the provision of Education Code sections 45125.1 (Fingerprinting Requirements), when it is determined that N&L will have contract with pupils in the performance of services described in this contract. This requirement will extend for the full extent of

the contract period. The following Nacht & Lewis staff are anticipated to be on these project sites during normal school hours and all have clear DOJ records:

Brian Maytum
Eric Sifuentes
Yessenia Watkins

11.0 SIGNATURES

Should the above proposal be acceptable, please authorize by signing below and returning a copy for our records. We appreciate the opportunity to be of service to you. As always, Nacht & Lewis values our professional relationship and we pledge our support in fulfilling your project objectives.

By: _____

Date: _____

Authorized Agent
Center Jt. Unified School District



By: _____

Date: March 25, 2017

Brian J. Maytum, AIA – Principal
Nacht & Lewis Architects, Inc.

Attachments: Nacht & Lewis 2017 Hourly Billing Rate Schedule

- In Section 3.01 Schedule, please see the attached OTB schedule and adjust your dates accordingly.



2017 Billing Rate Schedule

<u>POSITION</u>	<u>HOURLY RATE</u>
Principal	275.00
Senior Project Manager	200.00
Senior Planner	195.00
Project Manager	180.00
Senior Project Architect	170.00
Senior Project Coordinator	165.00
Project Architect	160.00
Project Coordinator	150.00
Interior Designer	140.00
Senior Design Technician II	135.00
Senior Design Technician	125.00
Graphic Designer	115.00
Design Technician	110.00
Office Manager	115.00
Project Administrator	95.00
Administration	80.00

Billing rates are subject to review and change on the anniversary date of the contract.

Reimbursable expenses include reproductions, plotting, postage, shipping, meals, travel, lodging, models and renderings. Reimbursable expenses will be billed at actual cost plus an administrative charge of 10%. Mileage is at the Internal Revenue Service standard mileage rate. The current rate is 53.5 cents per mile.

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Facilities & Operations Department

To: Board of Trustees

Action Item X

Date: April 19, 2017

Information Item

From: Craig Deason, Assist. Supt.

Attached Pages

Assist. Supt. Initials:

SUBJECT:

Proposition 39 Funded Energy Efficiency and Conservation Lighting Projects

Project No. 17-01

XX LEGAL ITEMS: A motion is required.

XX Approval of Contractor for the Proposition 39 Funded Energy Efficiency and Conservation Lighting Projects (Project No. 17-01). The District conducted a publically advertised solicitation and bid process. A Post Bid Analysis was conducted for the apparent low bidder, and staff is making a recommendation for the award to Star Energy Management, Inc. in the amount of \$232,602.85. The Form of Contract is subject to minor modifications and final approval by the Superintendent and legal counsel.

Recommendation: That the Board of Trustees approves the contract with Star Energy Management, Inc.

CONSENT AGENDA

AGREEMENT FORM

THIS AGREEMENT, entered into this 19th day of April 2017 in the County of Sacramento of the State of California, by and between the Center Joint Unified School District, hereinafter called the "Owner" or the "CJUSD", and Star Energy Management, Inc., hereinafter called the "Contractor".

WITNESSETH that the Owner and the Contractor for the consideration stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK: The Contractor shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with the Project No. 17-01: Proposition 39 Funded Energy Efficiency And Conservation Lighting Projects in strict accordance with the Contract Documents enumerated in Article 7 below. The Contractor shall be liable to the CJUSD for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by an act or omission of the Architect, Engineer, Inspector, Division of the State Architect (DSA), or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and the Contractor protests, in accordance with the Contract Documents, that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the CJUSD office within seven (7) days of the date of occurrence of such act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: The Owner may give notice to proceed within ninety (90) days of the award of the bid by the Owner. Once the Contractor has received a notice to proceed, the Contractor shall reach Substantial Completion (See Article 1.1.46) of the Work within ninety-one (91) calendar days from receipt of the Notice to Proceed. This shall be called Contract Time. (See Article 8.1.1). It is expressly understood that time is of the essence.

Contractor has thoroughly studied the Project and has satisfied itself that the time period for this Project is adequate for the timely and proper completion of the Project within the Contract time.

In the event that the Owner desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the Owner. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the Owner's postponement of giving the notice to proceed.

If the Contractor believes that a postponement will cause hardship to it, the Contractor may terminate the Contract with written notice to the Owner within ten (10) days after receipt by the Contractor of the Owner's notice of postponement. It is further understood by the Contractor that in the event that the Contractor terminates the Contract as a result of postponement by the Owner, the Owner shall only be obligated to pay the Contractor for the work performed by the Contractor at the time of notification of postponement. Should the Contractor terminate the Contract as a result of a notice of postponement, the CJUSD shall have the authority to award the Contract to the next lowest responsible bidder.

ARTICLE 3 - LIQUIDATED DAMAGES: It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the Contractor will pay the Owner the sum of Five Hundred Dollars (\$500) per calendar day for each and every day of delay beyond the Contract Time set forth in Article 2 of this Agreement as liquidated damages and not as a penalty or forfeiture. In the event Liquidated Damages are not paid, the Contractor further agrees that the Owner may deduct such amount thereof from any money due or that may become due the Contractor under the Contract (See Article 9.6 and 2.2 of the General Conditions).

ARTICLE 4 - CONTRACT PRICE: The Owner shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of TWO HUNDRED THIRTY-TWO THOUSAND SIX HUNDRED TWO

DOLLARS AND EIGHTY-FIVE CENTS (\$232,602.85), said sum being the total amount stipulated in the Bid Contractor submitted. Payment shall be made as set forth in the General Conditions.

Should any Change Order result in an increase in the Contract Price, the cost of such Change Order shall be agreed to in advance by the Contractor and the Owner, subject to the monetary limitations set forth in Public Contract Code Section 20118.4. In the event that the Contractor proceeds with a Change in work without an agreement between the Owner and Contractor regarding the cost of a Change Order, the Contractor waives any Claim of additional compensation for such additional work.

ARTICLE 5 - HOLD HARMLESS AGREEMENT: Contractor shall defend, indemnify and hold harmless Owner, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, Owner, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless Owner, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the Owner.

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the Owner, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off Owner property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the Owner.

(c) Any dispute between Contractor and Contractor's subcontractors/supplies/ Sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the Owner, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against the Owner, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

The Contractor's and Subcontractors' obligation to defend, indemnify and hold harmless the Owner, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA").

ARTICLE 6 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 7 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Notice Inviting Bids
Instructions to Bidders
Designation of Subcontractors
Non-Collusion Declaration
Bid Bond
Bid Form
Contractor's Certificate Regarding Worker's Compensation
Agreement Form
Payment Bond
Performance Bond
Guarantee
Escrow Agreement for Security Deposit In Lieu of Retention
Workers' Compensation/Employers Liability Endorsement
Contractor's Certification Regarding Background Checks
General Liability Endorsement
Automobile Liability Endorsement
General Conditions
Special Conditions
General Requirements
Exhibits
All Addenda as Issued
Drawings/Plans
Requirements, Reports and/or Documents in the Project Manual or Other Documents Issued to Bidders

All of the above named Contract Documents are intended to be complementary. Work required by one of the above named Contract Documents and not by others shall be done as if required by all.

ARTICLE 8 - PREVAILING WAGES: Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the Owner and are also available from the Director of the Department of Industrial Relations. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein.

1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.)
2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.)

ARTICLE 9 - RECORD AUDIT: In accordance with Government Code Section 8546.7 (and Davis Bacon, if applicable) and Article 13.11 of the General Conditions, records of both the Owner and the Contractor shall be subject to examination and audit for a period of five (5) years after a Final Retention Payment or the Recording of a Notice of Completion, whichever occurs first.

ARTICLE 10 - CONTRACTOR'S LICENSE: The Contractor must possess throughout the Project a Class C-10 Contractor's License, issued by the State of California, which must be current and in good standing.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties, on the day and year first above written.

Center Joint Unified School District

CONTRACTOR:

Typed or Printed Name

Star Energy Management, Inc.

Typed or Printed Name

Title

President

Title

Signature

Signature

Dated: _____

Allan Birkholz

Type or Printed Name

Title (Authorized Officers or Agents)

Signature

(CORPORATE SEAL)

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept. /Site: Business Department

Date: 04/03/2017

Action Item

To: Board of Trustees

Information Item

From: Lisa Coronado

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 2016 through March 2017.

RECOMMENDATION: That the CJUSD Board of Trustees approve the District Payroll Orders for July 2016 through March 2017.

CONSENT AGENDA

DISTRICT PAYROLL-SUMMARIZED FOR FISCAL YEAR ENDING JUNE 30,2017
--

	REGULAR	VARIABLE	SPECIAL	TOTAL PAYROLL	#OF TRANSACTIONS
JULY	\$ 981,000.75	\$ 64,821.20		\$ 1,045,821.95	271
AUG	\$ 2,503,675.78	\$ 114,671.61		\$ 2,618,347.39	835
SEPT	\$ 2,505,464.56	\$ 172,109.94		\$ 2,677,574.50	898
OCT	\$ 2,512,641.69	\$ 100,957.20		\$ 2,613,598.89	747
NOV	\$ 2,501,919.04	\$ 158,813.53		\$ 2,660,732.57	814
DEC	\$ 618,323.87	\$ 86,681.55		\$ 705,005.42	473
3-Jan	\$ 1,890,355.83			\$ 1,890,355.83	271
JAN	\$ 2,496,778.07	\$ 79,800.90		\$ 2,576,578.97	755
FEB	\$ 2,482,574.00	\$ 118,606.59		\$ 2,601,180.59	818
MARCH	\$ 2,512,135.96	\$ 196,179.13		\$ 2,708,315.09	860
APRIL				\$ -	
MAY				\$ -	
JUNE				\$ -	
SPECIAL				\$ -	

\$ 21,004,869.55	\$ 1,092,641.65	\$ -	\$ 22,097,511.20	6742
------------------	-----------------	------	------------------	------

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Business Department

Date: March, 2017

To: Board of Trustees

From: Lisa Coronado

Action Item

Information Item

Attached Pages 72

SUBJECT: Supplemental Agenda – Commercial Warrant Registers

March 2, 2017, \$385,262.57, March 9, 2017, \$336,305.63

March 15, 2017, \$451,115.30, March 23, 2017, \$481,727.53

March 30, 2017, \$432,984.10

The commercial warrant payments to vendors total

\$2,087,395.13

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

CONSENT AGENDA

81 CENTER UNIFIED SCHOOL DIST.
03-02-17

ACCOUNTS PAYABLE PRELIST

J1114 APY500 H.02.05 03/02/17 PAGE 0

Batch status: A All

From batch: 0046

To batch: 0046

Include Revolving Cash: Y

Include Address: N

81 CENTER UNIFIED SCHOOL DIST.
03-02-17

ACCOUNTS PAYABLE PRELIST
BATCH: 0046 03-02-17
FUND : 01 GENERAL FUND

J1114 APY500 H.02.05 03/02/17 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		
011802/00	A-Z BUS SALES INC.						
59	PO-170057	02/28/2017	02P425200	1	01-0000-0-4300-112-0000-3600-007-000 NN P	153.94	153.94
TOTAL PAYMENT AMOUNT					153.94 *		153.94
015151/00	ALCATRAZ CRUISES						
2011	PO-171698	03/02/2017	TICKETS	1	01-7220-0-5800-472-1110-1000-014-000 NN F	1,292.00	1,292.00
TOTAL PAYMENT AMOUNT					1,292.00 *		1,292.00
019769/00	AMERICAN EXPRESS						
1927	PO-171646	03/02/2017	0-03000	1	01-0000-0-4300-101-0000-7150-002-000 NN F	161.07	161.07
2044	PO-171709	03/02/2017	0-03000	1	01-6264-0-5200-101-0000-2700-002-000 NN F	158.12	158.12
2099	PO-171752	03/02/2017	0-03000	1	01-0000-0-5800-101-0000-7150-002-000 NN F	38.00	38.00
TOTAL PAYMENT AMOUNT					357.19 *		357.19
015492/00	AP BY THE SEA						
2081	PO-171732	03/01/2017	reistration-Heather Jones	1	01-4035-0-5200-103-1110-1000-003-000 NN F	1,235.00	1,235.00
TOTAL PAYMENT AMOUNT					1,235.00 *		1,235.00
010564/00	APPLE COMPUTER						
1979	PO-171661	03/01/2017	4427839674	1	01-6500-0-4400-102-5001-2700-002-000 NN P	300.00	300.00
1979	PO-171661	03/01/2017	4428425187	1	01-6500-0-4400-102-5001-2700-002-000 NN F	413.37	413.37
TOTAL PAYMENT AMOUNT					713.37 *		713.37
022584/00	APPLE INC.						
1928	PO-171628	03/02/2017	4427613829	1	01-3550-0-4300-472-3800-1000-014-000 YN F	646.44	599.94
TOTAL PAYMENT AMOUNT					599.94 *		599.94
TOTAL USE TAX AMOUNT					46.50		
010400/00	AT&T						
521	PO-170445	03/01/2017	24813481008413	1	01-0000-0-5930-106-0000-8110-007-000 NN P	9.31	9.31
TOTAL PAYMENT AMOUNT					9.31 *		9.31

81 CENTER UNIFIED SCHOOL DIST.
03-02-17

ACCOUNTS PAYABLE PRELIST
BATCH: 0046 03-02-17
FUND : 01 GENERAL FUND

J1114 APY500 H.02.05 03/02/17 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				
018533/00	ATKINSON ANDELSON LOYA RUDD						
711 PO-170612	03/02/2017	515123	1 01-0000-0-5880-105-0000-7200-005-000 NE P			4,295.82	4,295.82
			TOTAL PAYMENT AMOUNT	4,295.82 *			4,295.82
019504/00	B & H PHOTO-VIDEO						
1933 PO-171630	03/01/2017	122586165	1 01-3550-0-4400-472-3800-1000-014-000 YN F			910.04	844.58
1935 PO-171632	02/23/2017	122509465	1 01-0000-0-4300-472-0000-2700-014-000 YN F			36.44	34.20
			TOTAL PAYMENT AMOUNT	878.78 *			878.78
			TOTAL USE TAX AMOUNT	68.10			
017760/00	BACKFLOW TECHNOLOGIES LLC						
2094 PO-171740	03/01/2017	17-12319	1 01-8150-0-4300-106-0000-8110-007-000 NN F			101.85	101.85
2094 PO-171740	03/01/2017	17-12319	2 01-8150-0-5800-106-0000-8110-007-000 NN F			74.00	74.00
			TOTAL PAYMENT AMOUNT	175.85 *			175.85
017561/00	BAIONI, KIM						
2024 PO-171712	02/02/2017	REIMB-BOOKS	1 01-6300-0-4200-475-3200-1000-015-000 NN F			240.60	240.60
			TOTAL PAYMENT AMOUNT	240.60 *			240.60
010150/00	BURKETTS OFFICE SUPPLIES						
2077 PO-171730	03/01/2017	1317665	1 01-0000-0-4300-105-0000-7200-005-000 NN F			92.28	92.28
			TOTAL PAYMENT AMOUNT	92.28 *			92.28
013988/00	BUTTES/CENTER STATE PIPE &						
11 PO-170010	03/02/2017	S009440721.001	1 01-8150-0-4300-106-0000-8110-007-000 NN P			413.76	413.76
			TOTAL PAYMENT AMOUNT	413.76 *			413.76
010340/00	CA DEPT OF JUSTICE						
477 PO-170420	03/02/2017	213677	1 01-0000-0-5800-110-0000-7200-004-000 NN P			384.00	384.00
			TOTAL PAYMENT AMOUNT	384.00 *			384.00

81 CENTER UNIFIED SCHOOL DIST.
03-02-17

ACCOUNTS PAYABLE PRELIST
BATCH: 0046 03-02-17
FUND : 01 GENERAL FUND

J1114 APY500 H.02.05 03/02/17 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				
018862/00	CAPITOL AUTISM SERVICES						
1046 PO-170909	03/02/2017	AUG-16	1 01-6500-0-5800-102-5750-1180-002-000 NN P		125.00	125.00	
TOTAL PAYMENT AMOUNT				125.00 *		125.00	
018180/00	CITRUS HEIGHTS SAW & MOWER						
47 PO-170046	03/02/2017	377982	1 01-0000-0-4300-106-0000-8110-007-000 NN P		311.94	311.94	
47 PO-170046	03/02/2017	377618	1 01-0000-0-4300-106-0000-8110-007-000 NN P		151.47	151.47	
47 PO-170046	03/02/2017	377981	1 01-0000-0-4300-106-0000-8110-007-000 NN P		155.12	155.12	
TOTAL PAYMENT AMOUNT				618.53 *		618.53	
015699/00	CLARK SECURITY PRODUCTS						
2067 PO-171722	03/02/2017	22K-191992	1 01-8150-0-4300-106-0000-8110-007-000 NN P		153.08	153.08	
TOTAL PAYMENT AMOUNT				153.08 *		153.08	
021464/00	CMI EDUCATION INSTITUTE INC						
2016 PO-171701	03/02/2017	DVD AND GUIDE	1 01-0000-0-4300-472-0000-2700-014-000 NN F		143.62	143.62	
TOTAL PAYMENT AMOUNT				143.62 *		143.62	
016320/00	COLLIER, ALYSON						
2026 PO-171705	03/02/2017	REIMB MEALS	1 01-0000-0-4300-601-1110-1000-017-093 NN F		368.02	368.02	
TOTAL PAYMENT AMOUNT				368.02 *		368.02	
021518/00	CREATION ENGINE INC						
1906 PO-171625	03/02/2017	225104	1 01-3550-0-4300-472-3800-1000-014-000 NN F		3,398.30	3,398.30	
TOTAL PAYMENT AMOUNT				3,398.30 *		3,398.30	
010236/00	CREATIVE BUS SALES						
1519 PO-171311	03/01/2017	1522732	1 01-0000-0-6400-112-0000-3600-007-000 NN F		178,277.60	177,583.58	
TOTAL PAYMENT AMOUNT				177,583.58 *		177,583.58	

81 CENTER UNIFIED SCHOOL DIST.
03-02-17

ACCOUNTS PAYABLE PRELIST
BATCH: 0046 03-02-17
FUND : 01 GENERAL FUND

J1114 APY500 H.02.05 03/02/17 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
017195/00	CREPPS, TERRI							
2005 PO-171694	03/02/2017	REIMB REFRIGERATOR	1	01-5640-0-4300-601-1369-1000-017-080	NN F			159.47
		TOTAL PAYMENT AMOUNT				159.47 *		159.47
014858/00	DEASON, CRAIG							
2078 PO-171736	03/01/2017	reimb parking	1	01-0000-0-5200-106-0000-8110-007-000	NN F			45.00
		TOTAL PAYMENT AMOUNT				45.00 *		45.00
018951/00	DELL							
1929 PO-171622	03/02/2017	10148253634	1	01-3550-0-4400-472-3800-1000-014-000	NN F			1,945.72
		TOTAL PAYMENT AMOUNT				1,925.30 *		1,925.30
018277/00	EASTER SEAL SOCIETY OF CA. INC							
1035 PO-170887	03/02/2017	JAN-17	1	01-6500-0-5800-102-5750-1180-002-000	NN P			4,255.00
		TOTAL PAYMENT AMOUNT				4,255.00 *		4,255.00
014755/00	EXPLORATORIUM							
2018 PO-171702	03/02/2017	3491061000	1	01-7220-0-5800-472-1110-1000-014-000	NN F			502.50
		TOTAL PAYMENT AMOUNT				502.50 *		502.50
011768/00	GIRARD EDWARDS STEVENS & [REDACTED]							
1926 PO-171627	03/02/2017	REISSUE-INV 342	1	01-0000-0-5880-105-0000-7200-005-000	NN P			1,708.00
		TOTAL PAYMENT AMOUNT				1,708.00 *		1,708.00
022347/00	GIVE SOMETHING BACK [REDACTED]							
1922 PO-171619	03/02/2017	in-0592540	1	01-0000-0-4300-110-0000-7200-004-000	NN F			203.25
		TOTAL PAYMENT AMOUNT				125.45 *		125.45
015636/00	HASTIE'S SAND AND GRAVEL							
559 PO-170485	03/02/2017	147930	1	01-0000-0-4300-106-0000-8110-007-000	N P			800.05
		TOTAL PAYMENT AMOUNT				800.05 *		800.05

81 CENTER UNIFIED SCHOOL DIST.
03-02-17

ACCOUNTS PAYABLE PRELIST
BATCH: 0046 03-02-17
FUND : 01 GENERAL FUND

J1114 APY500 H.02.05 03/02/17 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		
020904/00	HIBBERT, NIKKI						
PV-171068	02/28/2017	TRIP1112, 1151					
			01-0000-0-5800-112-0000-3600-007-000	NN		18.62	18.62
		TOTAL PAYMENT AMOUNT				18.62 *	
018990/00	INTERSTATE BATTERIES						
78 PO-170076	03/02/2017	10095275					
			1 01-0000-0-4300-112-0000-3600-007-000	NN P		124.87	124.87
		TOTAL PAYMENT AMOUNT				124.87 *	124.87
014800/00	LORD, KATHLEEN						
2079 PO-171751	03/02/2017	TRAVEL EXPENSES					
			1 01-3010-0-5200-236-0000-2700-009-000	NN F		1,179.37	1,179.37
		TOTAL PAYMENT AMOUNT				1,179.37 *	1,179.37
016378/00	LUPPINO, ROXANNE						
2071 PO-171726	03/01/2017	TRAVEL EXPENSE					
			1 01-0000-0-5200-472-0000-2700-014-000	NN F		77.26	77.26
		TOTAL PAYMENT AMOUNT				77.26 *	77.26
022230/00	MANAGED HEALTH NETWORK						
246 PO-170215	02/28/2017	PRM-003304					
			1 01-0000-0-3401-100-1110-1000-000-000	NN P		983.06	983.06
		TOTAL PAYMENT AMOUNT				983.06 *	983.06
020528/00	MARRIOTT HOTEL-SAN JOSE						
2014 PO-171700	03/02/2017	7913					
			1 01-7220-0-5800-472-1110-1000-014-000	NN F		1,951.92	1,951.92
		TOTAL PAYMENT AMOUNT				1,951.92 *	1,951.92
022406/00	MAXIM HEALTHCARE SERVICES INC						
265 PO-170231	03/01/2017	4746580262					
1970 PO-171658	03/01/2017	4746580262					
1970 PO-171658	03/01/2017	4778670262					
1970 PO-171658	03/01/2017	4765500262					
1970 PO-171658	03/01/2017	4730510262					
			1 01-0000-0-5800-102-0000-3140-003-000	NN F		1,526.70	1,526.70
			1 01-0000-0-5800-102-0000-3140-003-000	NN P		567.50	567.50
			1 01-0000-0-5800-102-0000-3140-003-000	NN P		2,004.00	2,004.00
			1 01-0000-0-5800-102-0000-3140-003-000	NN P		2,304.00	2,304.00
			1 01-0000-0-5800-102-0000-3140-003-000	NN P		1,737.50	1,737.50
		TOTAL PAYMENT AMOUNT				8,139.70 *	8,139.70

81 CENTER UNIFIED SCHOOL DIST.
03-02-17

ACCOUNTS PAYABLE PRELIST
BATCH: 0046 03-02-17
FUND : 01 GENERAL FUND

J1114 APY500 H.02.05 03/02/17 PAGE 6
<< Open >>

Vendor/Addr	Remit name	Req Reference	Date	Description	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount						
					FD	RESO	P	OBJE	SIT	GOAL	FUNC	RES	DEP	T9MP		
022590/00	MICHAEL JONES															
1012	PO-170871	03/02/2017	TRIP	1219												
						1	01-0000-0-5800-112-0000-3600-007-000	NN F							15.31	18.40
							TOTAL PAYMENT AMOUNT									18.40
016087/00	MICHAEL'S TRANSPORTATION SERV.															
1993	PO-171677	03/02/2017	95840													
						1	01-0000-0-5800-112-0000-3600-007-000	NN P							4,050.00	4,050.00
							TOTAL PAYMENT AMOUNT									4,050.00
021692/00	MONOPRICE INC															
1998	PO-171680	02/02/2017	15681460													
						1	01-0370-0-4300-115-0000-7700-007-000	NN F							100.36	100.55
							TOTAL PAYMENT AMOUNT									100.55
010253/00	NCS PEARSON INC															
1828	PO-171623	03/02/2017	11067493													
1828	PO-171623	03/02/2017	11067494													
						1	01-0000-0-4300-102-5001-3120-002-995	NN P							750.00	750.00
						1	01-0000-0-4300-102-5001-3120-002-995	NN P							1,126.13	1,126.13
							TOTAL PAYMENT AMOUNT									1,876.13
017576/00	OFFICE DEPOT															
1741	PO-171486	03/01/2017	896152172001													
1743	PO-171497	03/01/2017	896809223001													
1743	PO-171497	03/01/2017	896809222001													
1743	PO-171497	03/01/2017	896809224001													
1884	PO-171596	03/01/2017	900680129001													
1884	PO-171596	03/01/2017	900680130001													
1900	PO-171604	03/01/2017	901166084001													
1901	PO-171613	03/01/2017	901508647001													
1912	PO-171617	03/01/2017	901509218001													
1913	PO-171618	03/01/2017	901508968001													
1925	PO-171626	03/01/2017	906376870001													
						1	01-0000-0-4300-238-1110-1000-010-000	NN F							185.47	185.47
						1	01-0000-0-4300-238-1110-1000-010-000	NN F							13.35	13.35
						1	01-0000-0-9320-000-0000-0000-000-000	NN F							121.28	121.28
						1	01-0000-0-4300-472-1260-1000-014-000	NN F							153.59	153.59
						1	01-0000-0-4300-238-1110-1000-010-000	NN F							91.28	92.46
						1	01-6300-0-4300-238-1110-1000-010-000	NN F							50.45	50.45
						1	01-0000-0-4300-234-1110-1000-008-000	NN F							314.48	281.58
							TOTAL PAYMENT AMOUNT									1,650.64
021050/00	PACHECO, SHAWNA															
2056	PO-171747	03/02/2017	TRAVEL EXPENSE													
						1	01-6520-0-5200-472-5770-1110-003-982	NN F							242.13	242.13
							TOTAL PAYMENT AMOUNT									242.13

81 CENTER UNIFIED SCHOOL DIST.
03-02-17

ACCOUNTS PAYABLE PRELIST
BATCH: 0046 03-02-17
FUND : 01 GENERAL FUND

J1114 APY500 H.02.05 03/02/17 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				
010426/00	PAULS SAFE & LOCK						
27 PO-170026	03/02/2017	25309	1 01-8150-0-4300-106-0000-8110-007-000 NY P			35.45	35.45
			TOTAL PAYMENT AMOUNT	35.45 *			35.45
016692/00	PERFORMANCE CHEVROLET						
1472 PO-171259	02/28/2017	008408	1 01-0000-0-4300-112-0000-3600-007-000 NN P			18.03	18.03
1472 PO-171259	03/01/2017	577066	1 01-0000-0-4300-112-0000-3600-007-000 NN P			18.03	18.03
			TOTAL PAYMENT AMOUNT	36.06 *			36.06
014023/00	PRO-ED						
1877 PO-171593	03/02/2017	2619446	1 01-5640-0-4300-601-0000-3150-017-094 YN F			247.10	230.84
			TOTAL PAYMENT AMOUNT	230.84 *			230.84
			TOTAL USE TAX AMOUNT	17.89			
019976/00	RAMIREZ, TRACY LAFAY						
2021 PO-171703	02/28/2017	JAN MILEAGE	1 01-6500-0-5210-102-5060-2110-002-000 NN P			9.79	9.79
			TOTAL PAYMENT AMOUNT	9.79 *			9.79
011238/00	RELIABLE TIRE						
1623 PO-171390	02/28/2017	146796	1 01-0000-0-4300-112-0000-3600-007-000 NN P			778.35	778.35
			TOTAL PAYMENT AMOUNT	778.35 *			778.35
014480/00	ROSICRUCIAN EGYPTIAN MUSEUM						
2010 PO-171697	03/02/2017	0217005	1 01-7220-0-5800-472-1110-1000-014-000 NN F			522.00	522.00
			TOTAL PAYMENT AMOUNT	522.00 *			522.00
010552/00	SAC VAL JANITORIAL						
1368 PO-171175	02/28/2017	10228985	1 01-0000-0-9320-000-0000-0000-000-000 NN P			1,463.75	1,463.75
1368 PO-171175	03/01/2017	10228986	1 01-0000-0-9320-000-0000-0000-000-000 NN P			334.00	334.00
1368 PO-171175	03/01/2017	10228990	1 01-0000-0-9320-000-0000-0000-000-000 NN P			1,225.15	1,225.15
			TOTAL PAYMENT AMOUNT	3,022.90 *			3,022.90

81 CENTER UNIFIED SCHOOL DIST.
03-02-17

ACCOUNTS PAYABLE PRELIST
BATCH: 0046 03-02-17
FUND : 01 GENERAL FUND

J1114 APY500 H.02.05 03/02/17 PAGE 8
<< Open >>

Vendor/Addr	Remit name	Reg Reference	Date	Description	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
					FD	RESO P OBJE	SIT	GOAL FUNC	RES DEP T9MP	
015922/00	SACRAMENTO CO SHERIFF'S DEPT.									
502	PO-170433	02/27/2017	JAN-17	LIVESCAN	1	01-0000-0-5800-110-0000-7200-004-000	NN	P	388.00	388.00
TOTAL PAYMENT AMOUNT						388.00	*			388.00
010266/00	SACRAMENTO COUNTY UTILITIES									
122	PO-170093	03/01/2017	50006974207		1	01-0000-0-5520-106-0000-8110-007-000	N	P	1,784.49	1,784.49
122	PO-170093	03/01/2017	50000878608		1	01-0000-0-5520-106-0000-8110-007-000	N	P	322.25	322.25
122	PO-170093	03/01/2017	50000878546		1	01-0000-0-5520-106-0000-8110-007-000	N	P	714.78	714.78
TOTAL PAYMENT AMOUNT						2,821.52	*			2,821.52
013973/00	SAMBA HOLDINGS INC									
2072	PO-171724	03/02/2017	6137-201612		1	01-0000-0-5800-112-0000-3600-007-000	NN	P	154.29	154.29
2072	PO-171724	03/02/2017	6137-201611		1	01-0000-0-5800-112-0000-3600-007-000	NN	P	162.63	162.63
TOTAL PAYMENT AMOUNT						316.92	*			316.92
020981/00	SAVE MART SUPERMARKETS									
605	PO-170526	03/03/2017	2448155		1	01-6500-0-4300-102-5750-1110-002-000	NN	P	12.27	12.27
1187	PO-171011	03/02/2017	2581558		1	01-6520-0-4300-472-5770-1110-003-982	NN	P	87.73	87.73
TOTAL PAYMENT AMOUNT						100.00	*			100.00
020695/00	SCHOOL OUTFITTERS									
1997	PO-171679	03/01/2017	INV12197501		1	01-0370-0-4300-115-0000-7700-007-000	NN	F	2,640.05	2,640.05
TOTAL PAYMENT AMOUNT						2,640.05	*			2,640.05
014786/00	SCHOOL SPECIALTY									
1949	PO-171641	03/02/2017	308102685636		1	01-6300-0-4300-240-1110-1000-011-000	NN	F	54.56	53.08
TOTAL PAYMENT AMOUNT						53.08	*			53.08
017106/00	SCHOOLS INSURANCE AUTHORITY									
FV-171069	03/01/2017	MARCH	PREMIUM		01-0000-0-9552-000-0000-0000-000-000	NN			8,409.16	8,409.16
TOTAL PAYMENT AMOUNT						8,409.16	*			8,409.16

81 CENTER UNIFIED SCHOOL DIST.
03-02-17

ACCOUNTS PAYABLE PRELIST
BATCH: 0046 03-02-17
FUND : 01 GENERAL FUND

J1114 APY500 H.02.05 03/02/17 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			
010826/00	SHIFFLER EQUIPMENT SALES INC							
30	PO-170029	03/02/2017	1703404200		1 01-8150-0-4300-106-0000-8110-007-000 NN P		204.93	204.93
					TOTAL PAYMENT AMOUNT	204.93 *		204.93
018221/00	SMITH-LEHMANN, REBECCA							
1944	PO-171688	03/02/2017	REIMB SPEECH ITEMS		1 01-5640-0-4300-601-0000-3150-017-094 N F		183.37	183.37
					TOTAL PAYMENT AMOUNT	183.37 *		183.37
018370/00	STANLEY CONVERGENT SECURITY							
1674	PO-171445	03/02/2017	7560119985		1 01-8150-0-5800-106-0000-8110-007-000 NN P		192.18	192.18
					TOTAL PAYMENT AMOUNT	192.18 *		192.18
020252/00	STAPLES BUSINESS ADVANTAGE							
1854	PO-171567	03/02/2017	3330092408		1 01-6512-0-4300-102-5001-3110-003-000 NN P		30.79	30.79
1854	PO-171567	03/02/2017	3329334823		1 01-6512-0-4300-102-5001-3110-003-000 NN F		193.33	188.42
					TOTAL PAYMENT AMOUNT	219.21 *		219.21
020800/00	SWIFT, WINDIGO							
1995	PO-171692	03/02/2017	REIMB SUPPLIES		1 01-6300-0-4300-371-1110-1000-012-000 NN F		71.65	71.65
					TOTAL PAYMENT AMOUNT	71.65 *		71.65
018567/00	TRULITE GLASS & ALUMINUM SOL.							
35	PO-170034	03/02/2017	121098205		1 01-0000-0-4300-106-0000-8110-007-000 NN P		75.40	75.40
					TOTAL PAYMENT AMOUNT	75.40 *		75.40
010950/00	VARIDESK LLC							
1964	PO-171655	03/02/2017	ivc-2-167651		1 01-0000-0-4300-472-0000-2700-014-000 NN F		484.88	484.88
					TOTAL PAYMENT AMOUNT	484.88 *		484.88

81 CENTER UNIFIED SCHOOL DIST.
03-02-17

ACCOUNTS PAYABLE PRELIST
BATCH: 0046 03-02-17
FUND : 01 GENERAL FUND

J1114 APY500 H.02.05 03/02/17 PAGE 10
<< Open >>

Vendor/Addr	Remit name	Req Reference	Date	Description	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount						
					FD	RESO	P	OBJE	SIT	GOAL	FUNC	RES	DEP	T9MP		
018071/00	VOTAW, ASHLEY															
	2059	PO-171721	03/02/2017	MILEAGE		2	01-3410-0-5200-472-1110-1000-003-000	NN F							11.77	11.77
	2059	PO-171721	03/02/2017	REIMB		1	01-6520-0-5200-472-5770-1110-003-000	NN F							39.91	39.91
				TOTAL PAYMENT AMOUNT											51.68	51.68
010843/00	WILCO SUPPLY															
	39	PO-170038	03/02/2017	9056117-00		1	01-8150-0-4300-106-0000-8110-007-000	NN P							233.46	233.46
				TOTAL PAYMENT AMOUNT											233.46	233.46
015453/00	WINCHESTER MYSTERY HOUSE															
	2020	PO-171711	02/02/2017	CHS TICKETS-3-31		1	01-7220-0-5800-472-1110-1000-014-000	NN F							1,470.00	1,470.00
				TOTAL PAYMENT AMOUNT											1,470.00	1,470.00
017313/00	XEROX															
	724	PO-170623	03/01/2017	230044611		1	01-0000-0-5800-115-9790-8200-007-000	NN F							1,166.86	1,166.86
	726	PO-170624	03/02/2017	7149057-001		1	01-0000-0-5800-115-0000-8200-007-992	NN P							35,234.31	35,234.31
	727	PO-170625	03/02/2017	300408308		1	01-0000-0-4300-115-0000-8200-007-992	NN P							1,606.90	1,606.90
	2076	PO-171729	03/01/2017	230044611		1	01-0000-0-5800-115-1920-8200-007-000	NN P							327.54	327.54
				TOTAL PAYMENT AMOUNT											38,335.61	38,335.61
				TOTAL FUND PAYMENT											284,051.88	284,051.88
				TOTAL USE TAX AMOUNT											132.49	

J1114 APY500 H.02.05 03/02/17 PAGE 11
 << Open >>

12

81 CENTER UNIFIED SCHOOL DIST.
03-02-17

ACCOUNTS PAYABLE PRELIST
BATCH: 0046 03-02-17
FUND : 12 CHILD DEVELOPMEN FUND

J1114 APY500 H.02.05 03/02/17 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				
018143/00		CHILD DEVELOPMENT CENTERS INC						
679 PO-170576	03/02/2017	5030-JAN17		1 12-5025-0-5800-100-8500-1000-005-000	NN P	20,511.35	20,511.35	
679 PO-170576	03/02/2017	FY17-5030ADJ		2 12-6105-0-5800-100-8500-1000-005-000	NN P	16,015.03	16,015.03	
679 PO-170576	03/02/2017	5030-JAN17		2 12-6105-0-5800-100-8500-1000-005-000	NN P	26,511.46	26,511.46	
				TOTAL PAYMENT AMOUNT		63,037.84 *	63,037.84	
				TOTAL FUND	PAYMENT	63,037.84 **	63,037.84	

81 CENTER UNIFIED SCHOOL DIST.
03-02-17

ACCOUNTS PAYABLE PRELIST
BATCH: 0046 03-02-17
FUND : 13 CAFETERIA FUND

J1114 APY500 H.02.05 03/02/17 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				
011205/00	CULTURE SHOCK YOGURT						
95 PO-170107	03/02/2017	4690	1 13-5310-0-4700-108-0000-3700-007-000 NN P			128.40	128.40
TOTAL PAYMENT AMOUNT			128.40 *				128.40
021080/00	GOLD STAR FOODS INC						
708 PO-170610	03/02/2017	1953695	1 13-5310-0-4700-108-0000-3700-007-000 NN P			6,222.77	6,222.77
TOTAL PAYMENT AMOUNT			6,222.77 *				6,222.77
016043/00	SHELTONS UNLIMITED MECHANICAL						
113 PO-170113	03/02/2017	17-03 NUTRI	1 13-5310-0-5600-108-0000-3700-007-000 NN P			1,785.00	1,785.00
TOTAL PAYMENT AMOUNT			1,785.00 *				1,785.00
011422/00	SYSCO OF SAN FRANCISCO						
89 PO-170103	03/02/2017	131149627	2 13-5310-0-4300-108-0000-3700-007-000 NN P			565.20	565.20
89 PO-170103	03/02/2017	131149628	1 13-5310-0-4700-108-0000-3700-007-000 NN P			236.08	236.08
89 PO-170103	03/02/2017	131149627	1 13-5310-0-4700-108-0000-3700-007-000 NN P			1,742.98	1,742.98
TOTAL PAYMENT AMOUNT			2,544.26 *				2,544.26
TOTAL FUND PAYMENT			10,680.43 **				10,680.43

81 CENTER UNIFIED SCHOOL DIST.
03-02-17

ACCOUNTS PAYABLE PRELIST
BATCH: 0046 03-02-17
FUND : 14 DEFERRED MAINTENANCE FUND

J1114 APY500 H.02.05 03/02/17 PAGE 14
<< 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				
017681/00	GEARY PACIFIC SUPPLY						
2086 PO-171738	03/01/2017	3415474	1 14-0024-0-4400-106-9265-8110-007-000 NN F			10,382.29	10,382.29
TOTAL PAYMENT AMOUNT			10,382.29 *				10,382.29
010394/00	THE SMITH COMPANY INC						
1134 PO-170963	03/01/2017	16-24071-001	2 14-0024-0-4300-106-9770-8110-007-000 NN F			9,500.00	9,500.00
1134 PO-170963	03/01/2017	16-24071-001	1 14-0024-0-5800-106-9770-8110-007-000 NN F			7,500.00	7,500.00
TOTAL PAYMENT AMOUNT			17,000.00 *				17,000.00
TOTAL FUND PAYMENT			27,382.29 **				27,382.29
TOTAL BATCH PAYMENT			385,262.57 ***		0.00		385,262.57
TOTAL USE TAX AMOUNT			132.49				
TOTAL DISTRICT PAYMENT			385,262.57 ****		0.00		385,262.57
TOTAL USE TAX AMOUNT			132.49				
TOTAL FOR ALL DISTRICTS:			385,262.57 ****		0.00		385,262.57
TOTAL USE TAX AMOUNT			132.49				

Number of warrants to be printed: 75, not counting voids due to stub overflows.

Batch status: A All

From batch: 0048

To batch: 0048

Include Revolving Cash: Y

Include Address: N

81 CENTER UNIFIED SCHOOL DIST.
03-09-17

ACCOUNTS PAYABLE PRELIST
BATCH: 0048 03-9-17
FUND : 01 GENERAL FUND

J239 APY500 H.02.05 03/09/17 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				
019433/00	ADI						
5 PO-170004	03/09/2017	M5KBR301	1 01-8150-0-4300-106-0000-8110-007-000 NN P			1,374.73	1,374.73
TOTAL PAYMENT AMOUNT			1,374.73 *				1,374.73
015151/00	ALCATRAZ CRUISES						
2012 PO-171699	03/09/2017	CHS TICKETS	1 01-7220-0-5800-472-1110-1000-014-000 NN F			1,224.00	1,224.00
TOTAL PAYMENT AMOUNT			1,224.00 *				1,224.00
010002/00	ALDAR ACADEMY						
836 PO-170730	03/09/2017	FEB-2017	1 01-6500-0-5800-102-5750-1180-002-000 NN P			2,183.70	2,183.70
TOTAL PAYMENT AMOUNT			2,183.70 *				2,183.70
010669/00	ALHAMBRA & SIERRA SPRINGS						
163 PO-170142	03/09/2017	14871405022417	1 01-6500-0-4300-102-5001-2700-002-000 NN F			63.87	65.26
TOTAL PAYMENT AMOUNT			65.26 *				65.26
017075/00	AMERICAN RIVER SPEECH INC.						
840 PO-170731	03/09/2017	FEB 2017	1 01-6500-0-5800-102-5750-1180-002-000 NN P			3,593.80	3,593.80
TOTAL PAYMENT AMOUNT			3,593.80 *				3,593.80
019504/00	B & H PHOTO-VIDEO						
1880 PO-171624	03/09/2017	122701236	2 01-0000-0-4300-371-0000-2700-012-000 YN F			27.91	27.91
1880 PO-171624	03/09/2017	122524812	1 01-0000-0-4400-371-0000-2700-012-000 YN F			1,721.82	1,593.99
TOTAL PAYMENT AMOUNT			1,621.90 *				1,621.90
TOTAL USE TAX AMOUNT			125.69				
017561/00	BAIONI, KIM						
2125 PO-171778	03/07/2017	REIMB-PRIZES	1 01-3010-0-4300-475-3200-2700-015-000 NN P			67.96	67.96
2139 PO-171787	03/09/2017	TRAVEL EXPENSE	1 01-0036-0-5200-103-1110-1000-003-000 NN F			1,154.34	1,154.34
2143 PO-171790	03/08/2017	REIMB AWARDS	1 01-3010-0-4300-475-3200-2700-015-000 NN F			230.00	230.00
TOTAL PAYMENT AMOUNT			1,452.30 *				1,452.30

81 CENTER UNIFIED SCHOOL DIST.
03-09-17

ACCOUNTS PAYABLE PRELIST
BATCH: 0048 03-9-17
FUND : 01 GENERAL FUND

J239 APY500 H.02.05 03/09/17 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		
021669/00	BAIONI, RON						
2101 PO-171764	03/03/2017	MILEAGE	1	01-0000-0-5210-371-0000-2700-012-000	NN F	20.33	20.33
TOTAL PAYMENT AMOUNT						20.33 *	20.33
016216/00	BORASI, CHRIS						
2100 PO-171776	03/07/2017	REIMB-FOOD	1	01-0000-0-4300-371-0000-2700-012-000	NN F	124.90	124.90
TOTAL PAYMENT AMOUNT						124.90 *	124.90
020632/00	CALIFORNIA STEAM INC						
2154 PO-171797	03/09/2017	26846	1	01-8150-0-4300-106-0000-8110-007-000	NN F	2,946.63	2,946.63
2154 PO-171797	03/09/2017	26846	2	01-8150-0-5600-106-0000-8110-007-000	NN F	1,045.00	1,045.00
TOTAL PAYMENT AMOUNT						3,991.63 *	3,991.63
021678/00	CAPITOL ACADEMY						
995 PO-170864	03/09/2017	CA0157	1	01-6500-0-5800-102-5750-1180-002-000	NN P	3,083.04	3,083.04
995 PO-170864	03/09/2017	CA0170	1	01-6500-0-5800-102-5750-1180-002-000	NN P	400.00	400.00
TOTAL PAYMENT AMOUNT						3,483.04 *	3,483.04
014557/00	COLLEGE OAK TOW & TRANSPORT						
67 PO-170065	03/09/2017	498798	1	01-0000-0-5800-112-0000-3600-007-000	NN P	260.00	260.00
TOTAL PAYMENT AMOUNT						260.00 *	260.00
021979/00	COUNTY OF SACRAMENTO						
2132 PO-171780	03/09/2017	SERIES 1992B	1	01-0000-0-5800-100-0000-7200-005-000	NN P	465.05	465.05
2132 PO-171780	03/09/2017	SERIES 1997C	1	01-0000-0-5800-100-0000-7200-005-000	NN P	465.05	465.05
2132 PO-171780	03/09/2017	SERIES 2001	1	01-0000-0-5800-100-0000-7200-005-000	NN P	465.05	465.05
2132 PO-171780	03/09/2017	SERIES 2007D	1	01-0000-0-5800-100-0000-7200-005-000	NN P	2,934.52	2,934.52
2132 PO-171780	03/09/2017	SERIES 2016E	1	01-0000-0-5800-100-0000-7200-005-000	NN F	1,113.95	1,113.95
TOTAL PAYMENT AMOUNT						5,443.62 *	5,443.62
018613/00	DE HOYOS, VERONICA						
2089 PO-171761	03/09/2017	MILEAGE FEB 2017	1	01-5630-0-5800-601-1421-1000-017-000	NN F	134.82	134.82
TOTAL PAYMENT AMOUNT						134.82 *	134.82

81 CENTER UNIFIED SCHOOL DIST.
03-09-17

ACCOUNTS PAYABLE PRELIST
BATCH: 0048 03-9-17
FUND : 01 GENERAL FUND

J239 APY500 H.02.05 03/09/17 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				
016771/00	DURAN, DANIELLA						
2091 PO-171762	03/09/2017	MILEAGE FEB 2017	1 01-5630-0-5800-601-1421-1000-017-000 NN F			236.90	236.90
		TOTAL PAYMENT AMOUNT	236.90 *				236.90
010336/00	ECOTECH PEST MANAGEMENT INC						
1938 PO-171634	03/09/2017	14162	1 01-0000-0-5500-106-0000-8110-007-000 NN P			712.00	712.00
1938 PO-171634	03/09/2017	13940	1 01-0000-0-5500-106-0000-8110-007-000 NN P			900.00	900.00
		TOTAL PAYMENT AMOUNT	1,612.00 *				1,612.00
019590/00	EDTECH TEAM INC						
2075 PO-171728	03/09/2017	2988B	1 01-6300-0-4300-371-1110-1000-012-000 YN F			816.94	759.01
		TOTAL PAYMENT AMOUNT	759.01 *				759.01
		TOTAL USE TAX AMOUNT	58.82				
018104/00	FRY'S ELECTRONICS						
269 PO-170241	03/09/2017	18498066	1 01-8150-0-4300-106-0000-8110-007-000 NN P			65.84	65.84
		TOTAL PAYMENT AMOUNT	65.84 *				65.84
014243/00	GARY HENDERSON MFT						
262 PO-170238	03/09/2017	FEB-2017	1 01-6512-0-5800-102-5001-3110-003-000 NY P			500.00	500.00
		TOTAL PAYMENT AMOUNT	500.00 *				500.00
011768/00	GIRARD EDWARDS STEVENS &						
1926 PO-171627	03/09/2017	#397	1 01-0000-0-5880-105-0000-7200-005-000 NN P			3,519.00	3,519.00
		TOTAL PAYMENT AMOUNT	3,519.00 *				3,519.00
022347/00	GIVE SOMETHING BACK						
2002 PO-171683	03/09/2017	in-0597965	1 01-0000-0-4300-472-0000-2700-014-000 NN P			146.43	146.43
2002 PO-171683	03/09/2017	IN-0598852	1 01-0000-0-4300-472-0000-2700-014-000 NN F			11.95	11.95
		TOTAL PAYMENT AMOUNT	158.38 *				158.38

81 CENTER UNIFIED SCHOOL DIST.
03-09-17

ACCOUNTS PAYABLE PRELIST
BATCH: 0048 03-9-17
FUND : 01 GENERAL FUND

J239 APY500 H.02.05 03/09/17 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				
010191/00	GRAINGER						
1077 PO-170929	03/09/2017	9375024735	1 01-8150-0-4300-106-0000-8110-007-000 NN P			122.57	122.57
TOTAL PAYMENT AMOUNT			122.57 *				122.57
017718/00	GUIDING HANDS INC.						
1058 PO-170927	03/09/2017	4198	1 01-6500-0-5800-102-5750-1180-002-000 NN P			5,972.04	5,972.04
1058 PO-170927	03/09/2017	4229	1 01-6500-0-5800-102-5750-1180-002-000 NN P			250.00	250.00
1058 PO-170927	03/09/2017	4218	1 01-6500-0-5800-102-5750-1180-002-000 NN P			90.00	90.00
TOTAL PAYMENT AMOUNT			6,312.04 *				6,312.04
010602/00	HI-LINE ELECTRICAL & MECH						
1270 PO-171089	03/03/2017	10520703	1 01-0000-0-4300-112-0000-3600-007-000 NN P			33.88	33.88
1270 PO-171089	03/09/2017	10520197	1 01-0000-0-4300-112-0000-3600-007-000 NN P			316.51	316.51
TOTAL PAYMENT AMOUNT			350.39 *				350.39
019127/00	HM RECEIVABLES CO.LLC						
1692 PO-171450	03/09/2017	952886856	1 01-6500-0-4300-102-5770-1110-002-000 NN F			197.80	196.43
TOTAL PAYMENT AMOUNT			196.43 *				196.43
017002/00	HOME DEPOT CREDIT SERVICES						
1745 PO-171487	03/09/2017	6035322649033119	1 01-0000-0-4300-472-1110-1000-014-000 NN P			1,477.42	1,477.42
TOTAL PAYMENT AMOUNT			1,477.42 *				1,477.42
014204/00	LAMONT SIMS						
2092 PO-171763	03/09/2017	MILEAGE-FEB2017	1 01-5630-0-5800-601-1421-1000-017-000 NN F			85.60	85.60
TOTAL PAYMENT AMOUNT			85.60 *				85.60
021914/00	LOY MATTISON ENTERPRISES						
701 PO-170605	03/09/2017	020117022817	1 01-0000-0-5800-106-0000-8110-007-000 NY P			603.75	603.75
TOTAL PAYMENT AMOUNT			603.75 *				603.75

81 CENTER UNIFIED SCHOOL DIST.
03-09-17

ACCOUNTS PAYABLE PRELIST
BATCH: 0048 03-9-17
FUND : 01 GENERAL FUND

J239 APY500 H.02.05 03/09/17 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				
019087/00	MCCARTY, MELADEE						
1664 PO-171429	03/09/2017	FEB-2017	1 01-6500-0-5800-102-5750-1180-002-000 NY P		1,800.00	1,800.00	
TOTAL PAYMENT AMOUNT			1,800.00 *			1,800.00	
016078/00	MCGLAUGHLIN, DONNA						
1277 PO-171095	03/09/2017	FEBRUARY 2017	1 01-6500-0-5800-102-5750-1180-002-000 NY P		2,790.00	2,790.00	
TOTAL PAYMENT AMOUNT			2,790.00 *			2,790.00	
022590/00	MICHAEL JONES						
2085 PO-171734	03/08/2017	TRIP 1144	1 01-0000-0-5800-112-0000-3600-007-000 NN P		17.43	17.43	
TOTAL PAYMENT AMOUNT			17.43 *			17.43	
019059/00	MILLENNIUM TERMITE & PEST						
111 PO-170178	03/08/2017	tr-71099	1 01-0000-0-5500-106-0000-8110-007-000 NN P		91.00	91.00	
111 PO-170178	03/08/2017	TR-72628	1 01-0000-0-5500-106-0000-8110-007-000 NN P		57.00	57.00	
111 PO-170178	03/09/2017	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	
014587/00	MILLER, THOMAS						
2164 PO-171781	03/09/2017	MEDICAL REIMB	1 01-1400-0-3401-472-1110-1000-000-000 NN F		100.00	100.00	
TOTAL PAYMENT AMOUNT			100.00 *			100.00	
020651/00	MUSICIAN'S FRIEND INC						
2023 PO-171704	03/09/2017	ARINV35456418	1 01-0000-0-4300-472-1520-1000-014-000 NN F		258.60	258.60	
TOTAL PAYMENT AMOUNT			258.60 *			258.60	
018848/00	NORTHERN SPEECH SERVICES						
2007 PO-171695	03/09/2017	1168976	1 01-5640-0-4300-601-0000-3150-017-094 YN F		211.66	193.56	
TOTAL PAYMENT AMOUNT			193.56 *			193.56	
TOTAL USE TAX AMOUNT			15.00				

81 CENTER UNIFIED SCHOOL DIST.
03-09-17

ACCOUNTS PAYABLE PRELIST
BATCH: 0048 03-9-17
FUND : 01 GENERAL FUND

J239 APY500 H.02.05 03/09/17 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			
014069/00	PLATT ELECTRIC SUPPLY INC							
1606 PO-171398	03/09/2017	L524915			1 01-8150-0-4300-106-0000-8110-007-000 NN P		122.08	122.08
1606 PO-171398	03/09/2017	L437173			1 01-8150-0-4300-106-0000-8110-007-000 NN P		265.50	265.50
					TOTAL PAYMENT AMOUNT		387.58 *	387.58
014974/00	PLUMMER, RENEE'							
1986 PO-171674	03/09/2017	702			1 01-0000-0-5800-112-0000-3600-007-000 NN P		300.00	300.00
					TOTAL PAYMENT AMOUNT		300.00 *	300.00
021194/00	PRUDENTIAL OVERALL SUPPLY INC							
82 PO-170079	03/09/2017	180271265			1 01-0000-0-5600-112-0000-3600-007-000 NN P		71.01	71.01
82 PO-170079	03/09/2017	180270806			1 01-0000-0-5600-112-0000-3600-007-000 NN P		67.87	67.87
					TOTAL PAYMENT AMOUNT		138.88 *	138.88
016900/00	REALLY GOOD STUFF							
1951 PO-171682	03/09/2017	5894309			1 01-6500-0-4300-102-5770-1110-002-000 YN F		188.17	173.12
					TOTAL PAYMENT AMOUNT		173.12 *	173.12
					TOTAL USE TAX AMOUNT		13.42	
011238/00	RELIABLE TIRE							
1623 PO-171390	03/07/2017	147105			1 01-0000-0-4300-112-0000-3600-007-000 NN P		368.31	368.31
					TOTAL PAYMENT AMOUNT		368.31 *	368.31
010041/00	SAN JUAN UNIFIED SCHOOL DIST							
2133 PO-171784	03/09/2017	TRAP CLEANING			1 01-0000-0-5800-112-0000-3600-007-000 NN F		150.00	150.00
					TOTAL PAYMENT AMOUNT		150.00 *	150.00
020981/00	SAVE MART SUPERMARKETS							
2050 PO-171717	03/09/2017	2448157			1 01-6520-0-4300-472-5770-1110-003-982 NN P		62.56	62.56
					TOTAL PAYMENT AMOUNT		62.56 *	62.56

81 CENTER UNIFIED SCHOOL DIST.
03-09-17

ACCOUNTS PAYABLE PRELIST
BATCH: 0048 03-9-17
FUND : 01 GENERAL FUND

J239 APY500 H.02.05 03/09/17 PAGE 7
<< Open >>

Vendor/Addr	Remit name	Req Reference	Date	Description	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount						
					FD	RESO	P	OBJE	SIT	GOAL	FUNC	RES	DEP	T9MP		
010373/00	SCHOOLS INSURANCE AUTHORITY															
		1963	PO-171654	03/09/2017	PL2017-39											
						1	01-0000-0-5400-100-0000-7200-005-000	NN F	135,640.00	135,640.00						
					TOTAL PAYMENT AMOUNT		135,640.00 *									
011500/00	SCHOOLS INSURANCE AUTHORITY															
			PV-171070	03/09/2017	MARCH PREMIUM											
							01-0000-0-9552-000-0000-0000-000-000	NN		49,967.93						
					TOTAL PAYMENT AMOUNT		49,967.93 *									
010739/00	SCIENTIFIC INSTRUMENT REPAIR															
		1989	PO-171691	03/09/2017	170221-09											
						1	01-0000-0-5600-472-1600-1000-014-000	NN F	662.01	507.93						
					TOTAL PAYMENT AMOUNT		507.93 *									
010826/00	SHIFFLER EQUIPMENT SALES INC															
		30	PO-170029	03/09/2017	1703404201											
						1	01-8150-0-4300-106-0000-8110-007-000	NN P	211.99	211.99						
					TOTAL PAYMENT AMOUNT		211.99 *									
020811/00	SHRED-IT USA LLC															
		499	PO-170430	03/09/2017	8121791917											
						1	01-0000-0-5800-472-0000-2700-014-000	NN P	36.57	36.57						
					TOTAL PAYMENT AMOUNT		36.57 *									
011699/00	SILVER KITE															
		1686	PO-171444	03/03/2017	50106											
						1	01-6500-0-4300-102-5770-1110-002-000	NN F	469.26	439.64						
					TOTAL PAYMENT AMOUNT		439.64 *									
010263/00	SMUD															
		112	PO-170179	03/09/2017	7000000347											
						1	01-0000-0-5510-106-0000-8110-007-000	NN P	27,684.21	27,684.21						
					TOTAL PAYMENT AMOUNT		27,684.21 *									
018370/00	STANLEY CONVERGENT SECURITY															
		2130	PO-171783	03/09/2017	14321745											
						1	01-8150-0-4300-106-0000-8110-007-000	NN F	1,268.69	1,268.69						
					TOTAL PAYMENT AMOUNT		1,268.69 *									

81 CENTER UNIFIED SCHOOL DIST.
03-09-17

ACCOUNTS PAYABLE PRELIST
BATCH: 0048 03-9-17
FUND : 01 GENERAL FUND

J239 APY500 H.02.05 03/09/17 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				
018066/00	SUPER DUPER INC.						
1774 PO-171539	03/03/2017	2227790A	1 01-5640-0-4300-601-0000-3150-017-094 NN F			169.80	150.60
TOTAL PAYMENT AMOUNT				150.60 *			150.60
016625/00	SUPERIOR SHOWBOARD						
1988 PO-171690	03/07/2017	163536	1 01-0000-0-4300-371-1110-1000-012-000 YN F			35.54	33.70
TOTAL PAYMENT AMOUNT				33.70 *			33.70
TOTAL USE TAX AMOUNT				2.61			
020465/00	SUPPORTED LIFE INSTITUTE						
2008 PO-171696	03/09/2017	inv dated 1/5	1 01-6500-0-5800-102-5750-1180-002-000 NN P			3,547.50	3,547.50
2008 PO-171696	03/08/2017	inv dated 2/5	1 01-6500-0-5800-102-5750-1180-002-000 NN P			1,290.00	1,290.00
TOTAL PAYMENT AMOUNT				4,837.50 *			4,837.50
014079/00	THYSSENKRUPP ELEVATOR CORP						
1497 PO-171285	03/09/2017	3003073449	1 01-8150-0-5600-106-0000-8110-007-000 NN P			280.18	280.18
1497 PO-171285	03/09/2017	3003072508	1 01-8150-0-5600-106-0000-8110-007-000 NN P			1,030.11	1,030.11
TOTAL PAYMENT AMOUNT				1,310.29 *			1,310.29
018015/00	TOMPKINS, SHELLEY						
2147 PO-171793	03/09/2017	MILEAGE	2 01-5630-0-5210-601-1421-1000-017-000 NN F			20.74	20.74
2148 PO-171794	03/09/2017	MILEAGE	2 01-5640-0-5210-601-1369-1000-017-000 NN F			17.12	17.12
TOTAL PAYMENT AMOUNT				37.86 *			37.86
015190/00	TROXELL COMMUNICATIONS, INC.						
1948 PO-171640	03/06/2017	943520	1 01-0370-0-4400-115-0000-7700-007-000 NN P			25,528.71	25,528.71
TOTAL PAYMENT AMOUNT				25,528.71 *			25,528.71
018567/00	TRULITE GLASS & ALUMINUM SOL.						
35 PO-170034	03/09/2017	170034	1 01-0000-0-4300-106-0000-8110-007-000 NN P			241.23	241.23
TOTAL PAYMENT AMOUNT				241.23 *			241.23

81 CENTER UNIFIED SCHOOL DIST.
03-09-17

ACCOUNTS PAYABLE PRELIST
BATCH: 0048 03-9-17
FUND : 01 GENERAL FUND

J239 APY500 H.02.05 03/09/17 PAGE 9
<< 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						
165 PO-170144	03/09/2017	FEB-2017 MILEAGE			1 01-6500-0-5200-102-5060-2110-002-000 N P		158.42	158.42
					TOTAL PAYMENT AMOUNT		158.42 *	158.42
					TOTAL FUND PAYMENT		295,975.67 **	
					TOTAL USE TAX AMOUNT		215.54	295,975.67

J239 APY500 H.02.05 03/09/17 PAGE 10
 << Open >>

26

81 CENTER UNIFIED SCHOOL DIST.
03-09-17

ACCOUNTS PAYABLE PRELIST
BATCH: 0048 03-9-17
FUND : 11 ADULT EDUCATION FUND

J239 APY500 H.02.05 03/09/17 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				
019504/00		B & H PHOTO-VIDEO					
1873 PO-171590	03/09/2017	122147977	1 11-3913-0-4300-601-4130-1000-017-000 NN F			230.05	230.05
1873 PO-171590	03/09/2017	123345678	2 11-6391-0-4300-601-4130-1000-017-000 NN M			0.00	125.40
1873 PO-171590	03/09/2017	122147977	2 11-6391-0-4300-601-4130-1000-017-000 NN F			874.72	795.26
TOTAL PAYMENT AMOUNT						899.91 *	899.91
018015/00		TOMPKINS, SHELLEY					
2147 PO-171793	03/09/2017	MILEAGE	1 11-6391-0-5210-601-4130-1000-017-000 NN F			51.84	51.84
2148 PO-171794	03/09/2017	MILEAGE	1 11-6391-0-5210-601-4130-1000-017-000 NN F			34.24	34.24
TOTAL PAYMENT AMOUNT						86.08 *	86.08
TOTAL FUND PAYMENT						985.99 **	985.99

81 CENTER UNIFIED SCHOOL DIST.
03-09-17

ACCOUNTS PAYABLE PRELIST
BATCH: 0048 03-9-17
FUND : 13 CAFETERIA FUND

J239 APY500 H.02.05 03/09/17 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
020098/00	BIG TRAY							
105 PO-170112	03/09/2017	793881			1 13-5310-0-4400-108-0000-3700-007-000 NN P		254.92	254.92
105 PO-170112	03/09/2017	793294			1 13-5310-0-4400-108-0000-3700-007-000 NN P		1,664.74	1,664.74
TOTAL PAYMENT AMOUNT							1,919.66 *	1,919.66
011205/00	CULTURE SHOCK YOGURT							
95 PO-170107	03/06/2017	4714			1 13-5310-0-4700-108-0000-3700-007-000 NN P		149.80	149.80
TOTAL PAYMENT AMOUNT							149.80 *	149.80
022586/00	D&P Creamery							
194 PO-170167	03/09/2017	0050105			1 13-5310-0-4700-108-0000-3700-007-000 NN P		2,471.06	2,471.06
194 PO-170167	03/09/2017	0050110			1 13-5310-0-4700-108-0000-3700-007-000 NN P		1,767.44	1,767.44
194 PO-170167	03/09/2017	0050120			1 13-5310-0-4700-108-0000-3700-007-000 NN P		1,481.25	1,481.25
194 PO-170167	03/09/2017	0050125			1 13-5310-0-4700-108-0000-3700-007-000 NN P		1,591.13	1,591.13
194 PO-170167	03/09/2017	0050130			1 13-5310-0-4700-108-0000-3700-007-000 NN P		970.98	970.98
194 PO-170167	03/08/2017	0050135			1 13-5310-0-4700-108-0000-3700-007-000 NN P		1,686.64	1,686.64
TOTAL PAYMENT AMOUNT							9,968.50 *	9,968.50
011602/00	DANIELSEN CO., THE							
705 PO-170608	03/09/2017	126267			2 13-5310-0-4300-108-0000-3700-007-000 N P		28.70	28.70
705 PO-170608	03/09/2017	126918			2 13-5310-0-4300-108-0000-3700-007-000 N P		852.76	852.76
705 PO-170608	03/09/2017	126267			1 13-5310-0-4700-108-0000-3700-007-000 N P		2,136.65	2,136.65
705 PO-170608	03/09/2017	126918			1 13-5310-0-4700-108-0000-3700-007-000 N P		2,257.79	2,257.79
TOTAL PAYMENT AMOUNT							5,275.90 *	5,275.90
021080/00	GOLD STAR FOODS INC							
708 PO-170610	03/09/2017	1971148			1 13-5310-0-4700-108-0000-3700-007-000 NN P		6,612.98	6,612.98
708 PO-170610	03/09/2017	1947191			1 13-5310-0-4700-108-0000-3700-007-000 NN P		57.79	57.79
708 PO-170610	03/09/2017	1956254			1 13-5310-0-4700-108-0000-3700-007-000 NN P		88.00	88.00
708 PO-170610	03/09/2017	1955961			1 13-5310-0-4700-108-0000-3700-007-000 NN P		88.00	88.00
708 PO-170610	03/09/2017	1128374			1 13-5310-0-4700-108-0000-3700-007-000 NN M		0.00	88.00-
708 PO-170610	03/09/2017	1131733			1 13-5310-0-4700-108-0000-3700-007-000 NN M		0.00	61.89-
708 PO-170610	03/09/2017	1131730			1 13-5310-0-4700-108-0000-3700-007-000 NN M		0.00	68.92-
708 PO-170610	03/09/2017	1129276			1 13-5310-0-4700-108-0000-3700-007-000 NN M		0.00	51.81-
708 PO-170610	03/09/2017	1135898			1 13-5310-0-4700-108-0000-3700-007-000 NN M		0.00	6,534.50-
TOTAL PAYMENT AMOUNT							41.65 *	41.65

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				
019993/00		PROPACIFIC FRESH					
94 PO-170106	03/09/2017	60270	1 13-5310-0-4700-108-0000-3700-007-000 NN P			5,811.46	5,811.46
94 PO-170106	03/09/2017	60507	1 13-5310-0-4700-108-0000-3700-007-000 NN P			2,258.99	2,258.99
94 PO-170106	03/09/2017	61169	1 13-5310-0-4700-108-0000-3700-007-000 NN P			2,107.96	2,107.96
94 PO-170106	03/09/2017	61188	1 13-5310-0-4700-108-0000-3700-007-000 NN P			2,665.20	2,665.20
94 PO-170106	03/09/2017	61883	1 13-5310-0-4700-108-0000-3700-007-000 NN P			906.69	906.69
94 PO-170106	03/09/2017	62230	1 13-5310-0-4700-108-0000-3700-007-000 NN P			2,585.79	2,585.79
		TOTAL PAYMENT AMOUNT	16,336.09 *				16,336.09
021194/00		PRUDENTIAL OVERALL SUPPLY INC					
101 PO-170111	03/09/2017	180271264	1 13-5310-0-5800-108-0000-3700-007-000 NN P			77.75	77.75
		TOTAL PAYMENT AMOUNT	77.75 *				77.75
017334/00		SEVEN UP BOTTLING CO. OF S.F.					
97 PO-170109	03/09/2017	8664912214	1 13-5310-0-4700-108-0000-3700-007-000 NN P			441.60	441.60
		TOTAL PAYMENT AMOUNT	441.60 *				441.60
011422/00		SYSKO OF SAN FRANCISCO					
89 PO-170103	03/09/2017	131140260	2 13-5310-0-4300-108-0000-3700-007-000 NN P			305.50	305.50
89 PO-170103	03/09/2017	131161296	2 13-5310-0-4300-108-0000-3700-007-000 NN P			884.06	884.06
89 PO-170103	03/09/2017	131140260	1 13-5310-0-4700-108-0000-3700-007-000 NN P			1,531.72	1,531.72
89 PO-170103	03/09/2017	131140261	1 13-5310-0-4700-108-0000-3700-007-000 NN P			38.20	38.20
89 PO-170103	03/07/2017	13102022P	1 13-5310-0-4700-108-0000-3700-007-000 NN M			0.00	35.00-
89 PO-170103	03/09/2017	131161296	1 13-5310-0-4700-108-0000-3700-007-000 NN P			2,258.22	2,258.22
89 PO-170103	03/09/2017	131161297	1 13-5310-0-4700-108-0000-3700-007-000 NN P			97.66	97.66
		TOTAL PAYMENT AMOUNT	5,080.36 *				5,080.36
		TOTAL FUND PAYMENT	39,291.31 **				39,291.31
		TOTAL BATCH PAYMENT	336,305.63 ***		0.00		336,305.63
		TOTAL USE TAX AMOUNT	215.54				
		TOTAL DISTRICT PAYMENT	336,305.63 ****		0.00		336,305.63
		TOTAL USE TAX AMOUNT	215.54				
		TOTAL FOR ALL DISTRICTS:	336,305.63 ****		0.00		336,305.63
		TOTAL USE TAX AMOUNT	215.54				

Number of warrants to be printed: 70, not counting voids due to stub overflows.

Batch status: A All

From batch: 0049

To batch: 0049

Include Revolving Cash: Y

Include Address: N

81 CENTER UNIFIED SCHOOL DIST.
03-15-2017

ACCOUNTS PAYABLE PRELIST
BATCH: 0049 03-17-17
FUND : 01 GENERAL FUND

J584 APY500 H.02.05 03/15/17 PAGE 1
<< 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			
010669/00	ALHAMBRA & SIERRA SPRINGS							
608 PO-170529	03/15/2017	4780818030617		1	01-0000-0-4300-105-0000-7200-005-000 NN P		30.67	30.67
					TOTAL PAYMENT AMOUNT		30.67 *	30.67
020392/00	ALPHA CERAMIC SUPPLIES INC							
2108 PO-171769	03/15/2017	320548		1	01-6300-0-4300-371-1110-1000-012-000 NN F		379.78	383.02
					TOTAL PAYMENT AMOUNT		383.02 *	383.02
011617/00	AMADOR STAGE LINES							
2190 PO-171827	03/15/2017	70151		1	01-0000-0-5865-238-1110-1000-010-000 NN F		2,695.73	2,695.73
2190 PO-171827	03/15/2017	69625		2	01-0000-0-5865-472-1110-4200-014-915 NN F		1,754.29	1,754.29
					TOTAL PAYMENT AMOUNT		4,450.02 *	4,450.02
011481/00	AT&T							
904 PO-170793	03/15/2017	9379007		1	01-0000-0-5930-106-0000-8110-007-000 NN P		5,314.84	5,314.84
					TOTAL PAYMENT AMOUNT		5,314.84 *	5,314.84
021604/00	ATLAS DISPOSAL INDUSTRIES							
91 PO-170174	03/14/2017	149401		1	01-0000-0-5525-106-0000-8110-007-000 NN P		230.30	230.30
91 PO-170174	03/15/2017	149400		1	01-0000-0-5525-106-0000-8110-007-000 NN P		241.07	241.07
91 PO-170174	03/15/2017	149399		1	01-0000-0-5525-106-0000-8110-007-000 NN P		595.45	595.45
91 PO-170174	03/15/2017	149398		1	01-0000-0-5525-106-0000-8110-007-000 NN P		1,119.46	1,119.46
91 PO-170174	03/15/2017	149397		1	01-0000-0-5525-106-0000-8110-007-000 NN P		403.61	403.61
91 PO-170174	03/15/2017	149404		1	01-0000-0-5525-106-0000-8110-007-000 NN P		206.45	206.45
91 PO-170174	03/15/2017	149403		1	01-0000-0-5525-106-0000-8110-007-000 NN P		500.77	500.77
91 PO-170174	03/15/2017	149402		1	01-0000-0-5525-106-0000-8110-007-000 NN P		378.85	378.85
91 PO-170174	03/15/2017	1031		1	01-0000-0-5525-106-0000-8110-007-000 NN P		168.05	168.05
91 PO-170174	03/15/2017	189538		1	01-0000-0-5525-106-0000-8110-007-000 NN P		53.00	53.00
					TOTAL PAYMENT AMOUNT		3,897.01 *	3,897.01
014789/00	BISHO, VERNON							
2122 PO-171815	03/15/2017	TRAVEL EXPENSE		1	01-3550-0-5200-472-3800-1000-014-000 NN F		1,143.36	1,143.36
					TOTAL PAYMENT AMOUNT		1,143.36 *	1,143.36

81 CENTER UNIFIED SCHOOL DIST.
03-15-2017

ACCOUNTS PAYABLE PRELIST
BATCH: 0049 03-17-17
FUND : 01 GENERAL FUND

J584 APY500 H.02.05 03/15/17 PAGE 2
<< Open >>

Vendor/Addr	Remit name	Req Reference	Date	Description	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
					FD RESO	P OBJE	SIT GOAL	FUNC RES DEP T9MP		
022597/00	BSN SPORTS									
1530	PO-171317	03/15/2017	98647171							
					1	01-0000-0-4300-472-1110-1000-014-000	NN F		1,732.73	1,729.00
				TOTAL PAYMENT AMOUNT						1,729.00
019750/00	CAPITAL PROGRAM MGMT INC									
621	PO-170542	03/15/2017	#26							
					1	01-6230-0-5800-106-9623-8500-007-000	NN P		2,853.50	2,853.50
				TOTAL PAYMENT AMOUNT						2,853.50
017639/00	CDT INC.									
1274	PO-171093	03/15/2017	43444							
					1	01-0000-0-5800-110-0000-7200-004-000	NN P		97.90	97.90
				TOTAL PAYMENT AMOUNT						97.90
020305/00	CDW GOVERNMENT INC.									
2073	PO-171725	03/14/2017	HCH6383							
					1	01-6500-0-5800-102-5001-2700-002-000	YN F		80.81	75.00
				TOTAL PAYMENT AMOUNT						75.00
				TOTAL USE TAX AMOUNT						5.81
014706/00	CEREBELLUM CORPORATION									
1756	PO-171510	03/15/2017	193227							
					1	01-0000-0-4300-371-1110-1000-012-000	NN F		572.84	572.79
				TOTAL PAYMENT AMOUNT						572.79
015549/00	CHEMSEARCH FE									
2204	PO-171833	03/15/2017	2637348							
					1	01-8150-0-4300-106-0000-8110-007-000	NN F		427.88	427.88
				TOTAL PAYMENT AMOUNT						427.88
013928/00	CINTAS LOCATION 622									
516	PO-170441	03/15/2017	622733364							
					1	01-0000-0-5800-111-0000-8200-007-000	NN P		180.67	180.67
516	PO-170441	03/15/2017	622738438							
					1	01-0000-0-5800-111-0000-8200-007-000	NN P		180.67	180.67
				TOTAL PAYMENT AMOUNT						361.34

81 CENTER UNIFIED SCHOOL DIST.
03-15-2017

ACCOUNTS PAYABLE PRELIST
BATCH: 0049 03-17-17
FUND : 01 GENERAL FUND

J584 APY500 H.02.05 03/15/17 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				
015699/00	CLARK SECURITY PRODUCTS						
2067 PO-171722	03/14/2017	22K-55068	1 01-8150-0-4300-106-0000-8110-007-000 NN P		105.52	105.52	
TOTAL PAYMENT AMOUNT			105.52 *			105.52	
021573/00	CLEMENTS, KRISTEN						
2161 PO-171807	03/13/2017	TRAVEL EXPENSE	1 01-0000-0-5200-103-1110-1000-003-000 NN F		1,267.34	1,267.34	
TOTAL PAYMENT AMOUNT			1,267.34 *			1,267.34	
010433/00	COUNTY OF SACRAMENTO						
1961 PO-171652	03/15/2017	23640- INV 49434	1 01-0000-0-5525-106-0000-8110-007-000 NN P		72.95	72.95	
TOTAL PAYMENT AMOUNT			72.95 *			72.95	
021979/00	COUNTY OF SACRAMENTO						
2152 PO-171796	03/15/2017	SERIES B	1 01-0000-0-5800-100-0000-7200-005-000 NN P		481.14	481.14	
2152 PO-171796	03/15/2017	SERIES C	1 01-0000-0-5800-100-0000-7200-005-000 NN P		481.14	481.14	
2152 PO-171796	03/15/2017	SERIES 2001	1 01-0000-0-5800-100-0000-7200-005-000 NN P		481.14	481.14	
2152 PO-171796	03/15/2017	SERIES 2007D	1 01-0000-0-5800-100-0000-7200-005-000 NN P		612.20	612.20	
2152 PO-171796	03/15/2017	SERIES2016E	1 01-0000-0-5800-100-0000-7200-005-000 NN F		556.02	556.02	
TOTAL PAYMENT AMOUNT			2,611.64 *			2,611.64	
020318/00	CROLEY, WAYNE						
2215 PO-171828	03/15/2017	MILEAGE	1 01-0000-0-5210-105-0000-7200-005-000 NN F		34.78	34.78	
TOTAL PAYMENT AMOUNT			34.78 *			34.78	
021477/00	CUMMINGS, CATHY						
2179 PO-171823	03/15/2017	TRAVEL EXPENSE	1 01-3550-0-5200-472-3800-1000-014-000 NN F		269.44	269.44	
TOTAL PAYMENT AMOUNT			269.44 *			269.44	
014858/00	DEASON, CRAIG						
2182 PO-171824	03/15/2017	REIMB-LUNCH	1 01-0000-0-4300-106-0000-8200-007-000 NN F		51.45	51.45	
TOTAL PAYMENT AMOUNT			51.45 *			51.45	

81 CENTER UNIFIED SCHOOL DIST.
03-15-2017

ACCOUNTS PAYABLE PRELIST
BATCH: 0049 03-17-17
FUND : 01 GENERAL FUND

J584 APY500 H.02.05 03/15/17 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				
014138/00	DIESEL EMISSIONS SERVICE						
70 PO-170068	03/15/2017	W 3-36438	1 01-0000-0-5600-112-0000-3600-007-000 NN P			62.59	62.59
TOTAL PAYMENT AMOUNT						62.59 *	62.59
019704/00	FRISCH, JOYCE						
2200 PO-171831	03/15/2017	TRAVEL CLAIM	1 01-3010-0-5200-103-0000-2700-003-822 NN F			137.98	137.98
TOTAL PAYMENT AMOUNT						137.98 *	137.98
022347/00	GIVE SOMETHING BACK						
1592 PO-171370	03/15/2017	IN-0600412	1 01-0000-0-4300-106-1110-1000-007-995 NN F			14,473.64	14,440.14
2062 PO-171748	03/15/2017	IN-0600355	1 01-0000-0-4300-472-0000-2700-014-000 NN F			221.00	221.00
2110 PO-171771	03/15/2017	IN-0600809	1 01-6300-0-4300-475-3200-1000-015-000 NN P			201.18	201.18
2110 PO-171771	03/15/2017	IN-0601882	1 01-6300-0-4300-475-3200-1000-015-000 NN F			136.93	159.56
2111 PO-171772	03/15/2017	IN-0660810	1 01-0000-0-4300-475-3200-2700-015-000 NN F			65.04	71.75
2119 PO-171774	03/15/2017	IN-0600811	1 01-0000-0-4300-110-0000-7200-004-000 NN F			13.89	9.83
2128 PO-171779	03/15/2017	IN-0601883	1 01-0000-0-4300-103-0000-3160-003-000 NN F			39.17	38.84
TOTAL PAYMENT AMOUNT						15,142.30 *	15,142.30
021906/00	GLOBAL EQUIPMENT COMPANY INC						
1950 PO-171642	03/15/2017	110673092	1 01-6500-0-4400-102-5001-2700-002-000 NN F			897.25	897.25
TOTAL PAYMENT AMOUNT						897.25 *	897.25
017002/00	HOME DEPOT CREDIT SERVICES						
1559 PO-171337	03/15/2017	6021051	1 01-8150-0-4300-106-0000-8110-007-000 NN P			96.43	96.43
1559 PO-171337	03/15/2017	4021253	1 01-8150-0-4300-106-0000-8110-007-000 NN P			109.93	109.93
1559 PO-171337	03/15/2017	4074750	1 01-8150-0-4300-106-0000-8110-007-000 NN P			187.57	187.57
1559 PO-171337	03/15/2017	5020003	1 01-8150-0-4300-106-0000-8110-007-000 NN P			142.07	142.07
1559 PO-171337	03/15/2017	1012539	1 01-8150-0-4300-106-0000-8110-007-000 NN P			32.17	32.17
1559 PO-171337	03/15/2017	666198	1 01-8150-0-4300-106-0000-8110-007-000 NN P			75.43	75.43
1559 PO-171337	03/15/2017	3013430	1 01-8150-0-4300-106-0000-8110-007-000 NN P			96.58	96.58
1559 PO-171337	03/15/2017	2081760	1 01-8150-0-4300-106-0000-8110-007-000 NN P			94.02	94.02
1559 PO-171337	03/15/2017	1202324	1 01-8150-0-4300-106-0000-8110-007-000 NN M			0.00	75.43-
TOTAL PAYMENT AMOUNT						758.77 *	758.77

J584 APY500 H.02.05 03/15/17 PAGE 5
<< Open >>

35

81 CENTER UNIFIED SCHOOL DIST.
03-15-2017

ACCOUNTS PAYABLE PRELIST
BATCH: 0049 03-17-17
FUND : 01 GENERAL FUND

J584 APY500 H.02.05 03/15/17 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			
015747/00	MILES, PRESTINNA							
2176 PO-171811	03/15/2017	MILEAGE			1 01-0000-0-5210-110-0000-7200-004-000 NN F		18.61	18.61
TOTAL PAYMENT AMOUNT							18.61 *	18.61
017315/00	NAPA AUTO PARTS - GENUINE AUTO							
76 PO-170074	03/15/2017	20901850			1 01-0000-0-4300-112-0000-3600-007-000 NN P		718.78	718.78
TOTAL PAYMENT AMOUNT							718.78 *	718.78
016912/00	NATOMAS AUTOMOTIVE							
79 PO-170077	03/15/2017	24109			1 01-0000-0-5800-112-0000-3600-007-000 NN P		59.95	59.95
79 PO-170077	03/15/2017	24124			1 01-0000-0-5800-112-0000-3600-007-000 NN P		69.95	69.95
79 PO-170077	03/15/2017	24119			1 01-0000-0-5800-112-0000-3600-007-000 NN P		69.95	69.95
TOTAL PAYMENT AMOUNT							199.85 *	199.85
015787/00	O'REILLY AUTO PARTS							
80 PO-170078	03/14/2017	1333147			1 01-0000-0-4300-112-0000-3600-007-000 NN P		1,135.95	1,135.95
TOTAL PAYMENT AMOUNT							1,135.95 *	1,135.95
017576/00	OFFICE DEPOT							
2074 PO-171727	03/15/2017	909382845001			1 01-0000-0-4300-115-0000-7700-007-000 NN F		98.26	98.26
2045 PO-171744	03/15/2017	910634879001			1 01-0000-0-4300-472-0000-2700-014-000 NN F		174.88	174.88
2102 PO-171765	03/15/2017	910912109001			1 01-0000-0-4300-371-0000-2700-012-000 NN F		118.60	118.06
2115 PO-171773	03/15/2017	910913665001			1 01-0000-0-4300-236-1110-1000-009-000 NN F		341.04	341.04
2118 PO-171777	03/15/2017	911709839001			1 01-6300-0-4300-371-1110-1000-012-000 NN F		190.66	189.78
TOTAL PAYMENT AMOUNT							922.02 *	922.02
011822/00	OLARIU, STEFAN							
1554 PO-171335	03/15/2017	trip 1274			1 01-0000-0-5800-112-0000-3600-007-000 NN P		11.88	11.88
1554 PO-171335	03/15/2017	trip 1304			1 01-0000-0-5800-112-0000-3600-007-000 NN P		9.25	9.25
1554 PO-171335	03/15/2017	TRIP 1296			1 01-0000-0-5800-112-0000-3600-007-000 NN P		14.42	14.42
1554 PO-171335	03/15/2017	TRIP 1185			1 01-0000-0-5800-112-0000-3600-007-000 NN F		14.36	10.21
TOTAL PAYMENT AMOUNT							45.76 *	45.76

81 CENTER UNIFIED SCHOOL DIST.
03-15-2017

ACCOUNTS PAYABLE PRELIST
BATCH: 0049 03-17-17
FUND : 01 GENERAL FUND

J584 APY500 H.02.05 03/15/17 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			
015373/00	ORIENTAL TRADING COMPANY							
2055 PO-171759	03/15/2017	682610809-01			1 01-0000-0-4300-234-1110-1000-008-000 NN F		121.62	113.88
					TOTAL PAYMENT AMOUNT		113.88 *	113.88
011345/00	PLACER LEARNING CENTER							
1557 PO-171343	03/15/2017	FEB-2017			1 01-6500-0-5800-102-5750-1180-002-000 NN P		22,007.44	22,007.44
					TOTAL PAYMENT AMOUNT		22,007.44 *	22,007.44
014069/00	PLATT ELECTRIC SUPPLY INC							
1606 PO-171398	03/15/2017	L535967			1 01-8150-0-4300-106-0000-8110-007-000 NN P		21.66	21.66
1606 PO-171398	03/15/2017	L567746			1 01-8150-0-4300-106-0000-8110-007-000 NN M		0.00	21.66
1606 PO-171398	03/14/2017	Z123787			1 01-8150-0-4300-106-0000-8110-007-000 NN P		45.63	45.63
1606 PO-171398	03/15/2017	L535897			1 01-8150-0-4300-106-0000-8110-007-000 NN P		28.75	28.75
1606 PO-171398	03/15/2017	L567733			1 01-8150-0-4300-106-0000-8110-007-000 NN P		5.09	5.09
					TOTAL PAYMENT AMOUNT		79.47 *	79.47
021401/00	PRACTI-CAL INC							
264 PO-170230	03/15/2017	337392			1 01-5640-0-5800-103-0000-3140-003-000 NN F		504.89	359.99
2189 PO-171826	03/15/2017	337447			1 01-5640-0-5800-103-0000-3140-003-000 NN P		460.45	460.45
					TOTAL PAYMENT AMOUNT		820.44 *	820.44
021194/00	PRUDENTIAL OVERALL SUPPLY INC							
82 PO-170079	03/15/2017	180272536			1 01-0000-0-5600-112-0000-3600-007-000 NN P		71.01	71.01
82 PO-170079	03/15/2017	180271824			1 01-0000-0-5600-112-0000-3600-007-000 NN P		71.01	71.01
					TOTAL PAYMENT AMOUNT		142.02 *	142.02
015628/00	RAMIREZ, SOLEDAD							
2157 PO-171806	03/13/2017	REIMB BOOKS			1 01-0000-0-4300-472-1385-1000-014-000 NN F		57.95	57.95
					TOTAL PAYMENT AMOUNT		57.95 *	57.95
010552/00	SAC VAL JANITORIAL							
1368 PO-171175	03/15/2017	10232084			1 01-0000-0-9320-000-0000-0000-000-000 NN P		2,185.53	2,185.53
1368 PO-171175	03/15/2017	10232079			1 01-0000-0-9320-000-0000-0000-000-000 NN P		891.72	891.72
1368 PO-171175	03/15/2017	10232078			1 01-0000-0-9320-000-0000-0000-000-000 NN P		474.85	474.85

81 CENTER UNIFIED SCHOOL DIST.
03-15-2017

ACCOUNTS PAYABLE PRELIST
BATCH: 0049 03-17-17
FUND : 01 GENERAL FUND

J584 APY500 H.02.05 03/15/17 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

010552	(CONTINUED)							
1368	PO-171175	03/15/2017	10232526		1 01-0000-0-9320-000-0000-0000-000-000 NN P		1,070.82	1,070.82
1368	PO-171175	03/15/2017	10232521		1 01-0000-0-9320-000-0000-0000-000-000 NN P		482.86	482.86
1368	PO-171175	03/15/2017	10232525		1 01-0000-0-9320-000-0000-0000-000-000 NN P		910.21	910.21
1368	PO-171175	03/15/2017	10232517		1 01-0000-0-9320-000-0000-0000-000-000 NN P		68.50	68.50
1368	PO-171175	03/15/2017	10232695		1 01-0000-0-9320-000-0000-0000-000-000 NN P		63.35	63.35
1368	PO-171175	03/15/2017	10232701		1 01-0000-0-9320-000-0000-0000-000-000 NN P		1,204.43	1,204.43
1368	PO-171175	03/15/2017	10232520		1 01-0000-0-9320-000-0000-0000-000-000 NN P		160.98	160.98
				TOTAL PAYMENT AMOUNT			7,513.25 *	7,513.25
022352/00	SACRAMENTO CNTY OFFICE OF EDUC							
2196	PO-171829	03/15/2017	LYONS + HAYWOOD REGISTRATION		1 01-6512-0-5200-102-5001-3110-003-000 NN F		250.00	250.00
				TOTAL PAYMENT AMOUNT			250.00 *	250.00
016909/00	SACRAMENTO CO OFFICE OF ED							
2209	PO-171836	03/15/2017	6253		1 01-3010-0-5800-103-0000-2110-003-000 NN F		3,000.00	3,000.00
				TOTAL PAYMENT AMOUNT			3,000.00 *	3,000.00
016337/00	SAECHOA, MUANG							
807	PO-170708	03/15/2017	JANUARY MILEAGE		1 01-6500-0-5800-102-5770-3600-002-000 NN F		223.62	214.00
1649	PO-171409	03/15/2017	FEBRUARY MILEAGE		1 01-6500-0-5800-102-5770-3600-002-000 NN P		160.50	160.50
				TOTAL PAYMENT AMOUNT			374.50 *	374.50
010041/00	SAN JUAN UNIFIED SCHOOL DIST							
2199	PO-171830	03/15/2017	TRAP CLEANING		1 01-0000-0-5800-112-0000-3600-007-000 NN F		150.00	150.00
				TOTAL PAYMENT AMOUNT			150.00 *	150.00
018385/00	SCHOOL NURSE SUPPLY INC.							
2048	PO-171716	03/15/2017	0621385-IN		1 01-0000-0-4300-102-0000-3140-003-000 NN F		282.51	285.07
				TOTAL PAYMENT AMOUNT			285.07 *	285.07

81 CENTER UNIFIED SCHOOL DIST.
03-15-2017

ACCOUNTS PAYABLE PRELIST
BATCH: 0049 03-17-17
FUND : 01 GENERAL FUND

J584 APY500 H.02.05 03/15/17 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			
010373/00	SCHOOLS INSURANCE AUTHORITY							
1962 PO-171653	03/15/2017	WC2017-35			1 01-0000-0-9558-000-0000-0000-000 NN F	234,422.50	234,422.50	
TOTAL PAYMENT AMOUNT						234,422.50 *	234,422.50	
010373/02	SCHOOLS INSURANCE AUTHORITY							
568 PO-170489	03/15/2017	2017UST-KAM.19			1 01-0000-0-5800-112-0000-3600-007-000 NN P	150.00	150.00	
TOTAL PAYMENT AMOUNT						150.00 *	150.00	
016043/00	SHELTONS UNLIMITED MECHANICAL							
1942 PO-171637	03/15/2017	17-19150			1 01-8150-0-4300-106-0000-8110-007-000 NN F	836.71	836.71	
1942 PO-171637	03/15/2017	17-19150			2 01-8150-0-4400-106-0000-8110-007-000 NN F	863.39	863.39	
1942 PO-171637	03/15/2017	17-19150			3 01-8150-0-5600-106-0000-8110-007-000 NN F	477.00	477.00	
TOTAL PAYMENT AMOUNT						2,177.10 *	2,177.10	
020811/00	SHRED-IT USA LLC							
655 PO-170567	03/15/2017	8121870344			1 01-0000-0-5800-371-0000-2700-012-000 NN P	36.57	36.57	
TOTAL PAYMENT AMOUNT						36.57 *	36.57	
014558/00	SPURR							
115 PO-170180	03/15/2017	81195			1 01-0000-0-5515-106-0000-8110-007-000 NN P	9,287.44	13,073.32	
TOTAL PAYMENT AMOUNT						13,073.32 *	13,073.32	
020465/00	SUPPORTED LIFE INSTITUTE							
2008 PO-171696	03/15/2017	FEBRUARY			1 01-6500-0-5800-102-5750-1180-002-000 NN P	258.00	258.00	
TOTAL PAYMENT AMOUNT						258.00 *	258.00	
015190/00	TROXELL COMMUNICATIONS, INC.							
1948 PO-171640	03/15/2017	944033			1 01-0370-0-4400-115-0000-7700-007-000 NN P	43,269.00	43,269.00	
1948 PO-171640	03/15/2017	94575			1 01-0370-0-4400-115-0000-7700-007-000 NN P	8,268.00	8,268.00	
1948 PO-171640	03/15/2017	944297			1 01-0370-0-4400-115-0000-7700-007-000 NN F	6,705.28	6,705.29	
TOTAL PAYMENT AMOUNT						58,242.29 *	58,242.29	

J584 APY500 H.02.05 03/15/17 PAGE 10
<< Open >>

40

81 CENTER UNIFIED SCHOOL DIST.
03-15-2017

ACCOUNTS PAYABLE PRELIST
BATCH: 0049 03-17-17
FUND : 11 ADULT EDUCATION FUND

J584 APY500 H.02.05 03/15/17 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				
020305/00	CDW GOVERNMENT INC.						
2070 PO-171750	03/15/2017	HCH7804	1 11-6391-0-4300-601-4130-1000-017-000 NN F			51.59	51.59
TOTAL PAYMENT AMOUNT			51.59 *				51.59
018951/00	DELL						
2069 PO-171742	03/14/2017	10152276141	1 11-6391-0-4400-601-4130-1000-017-000 NN F			888.67	877.66
TOTAL PAYMENT AMOUNT			877.66 *				877.66
017576/00	OFFICE DEPOT						
1881 PO-171597	03/15/2017	901166607001	1 11-6391-0-4300-601-4130-1000-017-000 NN P			174.49	174.49
1881 PO-171597	03/15/2017	901166606001	1 11-6391-0-4300-601-4130-1000-017-000 NN P			107.73	107.73
1881 PO-171597	03/13/2017	901166605001	1 11-6391-0-4300-601-4130-1000-017-000 NN F			669.65	652.26
2066 PO-171749	03/15/2017	910634091001	1 11-6391-0-4300-601-4130-1000-017-000 NN P			74.34	74.34
2066 PO-171749	03/15/2017	910634090001	1 11-6391-0-4300-601-4130-1000-017-000 NN P			16.47	16.47
2066 PO-171749	03/15/2017	910634089001	1 11-6391-0-4300-601-4130-1000-017-000 NN F			203.46	203.45
TOTAL PAYMENT AMOUNT			1,228.74 *				1,228.74
TOTAL FUND PAYMENT			2,157.99 **				2,157.99

81 CENTER UNIFIED SCHOOL DIST.
03-15-2017

ACCOUNTS PAYABLE PRELIST
BATCH: 0049 03-17-17
FUND : 13 CAFETERIA FUND

J584 APY500 H.02.05 03/15/17 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				
011205/00		CULTURE SHOCK YOGURT					
95 PO-170107	03/15/2017	4745	1 13-5310-0-4700-108-0000-3700-007-000 NN P		149.80	149.80	
95 PO-170107	03/14/2017	12425	1 13-5310-0-4700-108-0000-3700-007-000 NN P		2,100.00	2,100.00	
			TOTAL PAYMENT AMOUNT	2,249.80 *		2,249.80	
021080/00		GOLD STAR FOODS INC					
708 PO-170610	03/15/2017	1971264	1 13-5310-0-4700-108-0000-3700-007-000 NN P		9,771.17	9,771.17	
			TOTAL PAYMENT AMOUNT	9,771.17 *		9,771.17	
017730/00		HARRIS COMPUTER SYSTEMS					
126 PO-170116	03/15/2017	XT00125056	1 13-5310-0-5800-108-0000-3700-007-000 NN P		500.00	500.00	
			TOTAL PAYMENT AMOUNT	500.00 *		500.00	
022364/00		HEARTLAND SCHOOL SOLUTIONS					
192 PO-170165	03/15/2017	HSS0000030049	1 13-5310-0-5300-108-0000-3700-007-000 NN P		634.50	634.50	
			TOTAL PAYMENT AMOUNT	634.50 *		634.50	
022464/00		KASEY, LAURA					
2183 PO-171825	03/15/2017	REIMB PIZZA	1 13-5310-0-4300-108-0000-3700-007-000 NN F		106.78	106.78	
2183 PO-171825	03/15/2017	REIMB SEASONING	2 13-5310-0-4700-108-0000-3700-007-000 NN F		14.20	14.20	
			TOTAL PAYMENT AMOUNT	120.98 *		120.98	
			TOTAL FUND	PAYMENT	13,276.45 **		13,276.45

81 CENTER UNIFIED SCHOOL DIST.
03-15-2017

ACCOUNTS PAYABLE PRELIST
BATCH: 0049 03-17-17
FUND : 14 DEFERRED MAINTENANCE FUND

J584 APY500 H.02.05 03/15/17 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

010394/00		THE SMITH COMPANY INC						
	PV-171071	03/15/2017 RE-ISSUE LOST CHECK		14-0024-0-4300-106-9770-8110-007-000	NN		9,500.00	
	PV-171071	03/15/2017 RE-ISSUE LOST CHECK		14-0024-0-5800-106-9770-8110-007-000	NN		7,500.00	
		TOTAL PAYMENT AMOUNT			17,000.00 *			17,000.00
		TOTAL FUND PAYMENT			17,000.00 **			17,000.00

81 CENTER UNIFIED SCHOOL DIST.
03-15-2017

ACCOUNTS PAYABLE PRELIST
BATCH: 0049 03-17-17
FUND : 21 BUILDING FUND

J584 APY500 H.02.05 03/15/17 PAGE 14
<< 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	
019750/00		CAPITAL PROGRAM MGMT INC						
935	PO-170807	03/15/2017 #8						
			2	21-0000-0-5800-106-9175-8100-007-000	NN	P		
		TOTAL PAYMENT AMOUNT					5,934.00	5,934.00
								5,934.00
		TOTAL FUND						
		PAYMENT					5,934.00	5,934.00
		TOTAL BATCH PAYMENT						
		TOTAL USE TAX AMOUNT					451,115.30	451,115.30
							0.00	
		TOTAL DISTRICT PAYMENT						
		TOTAL USE TAX AMOUNT					451,115.30	451,115.30
							0.00	
		TOTAL FOR ALL DISTRICTS:						
		TOTAL USE TAX AMOUNT					451,115.30	451,115.30
							0.00	

Number of warrants to be printed: 71, not counting voids due to stub overflows.

Batch status: A All

From batch: 0050

To batch: 0050

Include Revolving Cash: Y

Include Address: N

81 CENTER UNIFIED SCHOOL DIST.
03-23-2017

ACCOUNTS PAYABLE PRELIST
BATCH: 0050 03-23-17
FUND : 01 GENERAL FUND

J1042 APY500 H.02.05 03/23/17 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				
019053/00	A TOUCH OF UNDERSTANDING INC						
1266 PO-171165	03/20/2017	16-17-084	1 01-9315-0-5800-601-1110-1000-017-000 NN P			1,620.00	1,620.00
1266 PO-171165	03/23/2017	16-17-083	1 01-9315-0-5800-601-1110-1000-017-000 NN P			540.00	540.00
TOTAL PAYMENT AMOUNT			2,160.00 *				2,160.00
010669/00	ALHAMBRA & SIERRA SPRINGS						
17 PO-170016	03/22/2017	4782453030917	1 01-8150-0-4300-106-0000-8110-007-000 NN P			83.12	83.12
61 PO-170059	03/23/2017	4781257030917	1 01-0000-0-4300-112-0000-3600-007-000 NN P			42.65	42.65
474 PO-170417	03/22/2017	4780794030917	1 01-0000-0-4300-110-0000-7200-004-000 NN P			42.65	42.65
1819 PO-171545	03/23/2017	4781839030917	1 01-0000-0-4300-475-3200-2700-015-000 NN P			48.64	48.64
TOTAL PAYMENT AMOUNT			217.06 *				217.06
016075/00	ANWAR, SHAHNAZ						
2216 PO-171895	03/22/2017	MILEAGE	1 01-6500-0-5200-102-5001-2700-002-000 NN F			13.60	13.60
TOTAL PAYMENT AMOUNT			13.60 *				13.60
018533/00	ATKINSON ANDELSON LOYA RUDD						
711 PO-170612	03/23/2017	516771	1 01-0000-0-5880-105-0000-7200-005-000 NE P			3,547.70	3,547.70
TOTAL PAYMENT AMOUNT			3,547.70 *				3,547.70
019504/00	B & H PHOTO-VIDEO						
1936 PO-171633	03/23/2017	122524631	1 01-3550-0-4400-472-3800-1000-014-000 YN F			3,854.00	3,576.80
1990 PO-171676	03/23/2017	122680761	1 01-0000-0-4300-472-0000-2700-014-000 YN F			85.06	78.94
2156 PO-171798	03/23/2017	123472147	1 01-0000-0-4300-115-0000-7700-007-000 YN F			64.64	59.99
TOTAL PAYMENT AMOUNT			3,715.73 *				3,715.73
TOTAL USE TAX AMOUNT			287.97				
015718/00	BASIC PACIFIC						
PV-171074	03/22/2017	MARCH 31, 2017	01-0000-0-9552-000-0000-0000-000-000 NN				5,522.94
TOTAL PAYMENT AMOUNT			5,522.94 *				5,522.94

81 CENTER UNIFIED SCHOOL DIST.
03-23-2017

ACCOUNTS PAYABLE PRELIST
BATCH: 0050 03-23-17
FUND : 01 GENERAL FUND

J1042 APY500 H.02.05 03/23/17 PAGE 2
<< Open >>

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num		
Req Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP			Liq Amt	Net Amount
019075/00	BRIGHT FUTURES THERAPY						
1714 PO-171464	03/23/2017	3353	1 01-6500-0-5800-102-5750-1180-002-000 NN P			16,800.00	16,800.00
TOTAL PAYMENT AMOUNT			16,800.00 *				16,800.00
010150/00	BURKETTS OFFICE SUPPLIES						
2234 PO-171850	03/20/2017	1319440-0	1 01-0000-0-4300-101-0000-7150-002-000 NN F			13.61	13.61
2234 PO-171850	03/23/2017	1319440	2 01-0000-0-4300-120-0000-7110-000-000 NN F			26.67	26.67
TOTAL PAYMENT AMOUNT			40.28 *				40.28
020540/00	CALIFORNIA AMERICAN WATER CO						
108 PO-170176	03/23/2017	1015-210038466358	1 01-0000-0-5520-106-0000-8110-007-000 NN P			6,951.04	6,951.04
TOTAL PAYMENT AMOUNT			6,951.04 *				6,951.04
015482/00	CALIFORNIA ASSOC.FOR GIFTED						
1508 PO-171294	03/23/2017	1006	1 01-0036-0-5200-103-1110-1000-003-000 NN F			690.00	690.00
TOTAL PAYMENT AMOUNT			690.00 *				690.00
020632/00	CALIFORNIA STEAM INC						
2279 PO-171899	03/22/2017	26871	1 01-8150-0-4300-106-0000-8110-007-000 NN F			192.73	192.73
2279 PO-171899	03/22/2017	26871	2 01-8150-0-5600-106-0000-8110-007-000 NN F			95.00	95.00
TOTAL PAYMENT AMOUNT			287.73 *				287.73
019045/00	CASCWA DELTA SIERRA SECTION						
2276 PO-171898	03/22/2017	02106	1 01-3010-0-5200-475-3200-2700-015-000 NN F			375.00	375.00
TOTAL PAYMENT AMOUNT			375.00 *				375.00
020305/00	CDW GOVERNMENT INC.						
1764 PO-171558	03/23/2017	GKV2200	1 01-6500-0-4400-102-5001-2700-002-000 NN F			308.48	307.05
2039 PO-171713	03/23/2017	GZZ8241	1 01-3010-0-4300-475-3200-1000-015-000 NN F			2,792.72	2,792.72
2042 PO-171714	03/23/2017	HCL3192	1 01-3010-0-4300-475-3200-1000-015-000 NN P			101.11	101.11
2042 PO-171714	03/23/2017	HBG4812	1 01-3010-0-4300-475-3200-1000-015-000 NN P			144.02	144.02
2042 PO-171714	03/23/2017	HBV2334	1 01-3010-0-4300-475-3200-1000-015-000 NN F			89.77	89.76
2043 PO-171715	03/23/2017	HCL3193	1 01-3010-0-4300-475-3200-1000-015-000 NN P			101.11	101.11
2043 PO-171715	03/23/2017	HBV2335	1 01-3010-0-4300-475-3200-1000-015-000 NN F			179.51	179.51

81 CENTER UNIFIED SCHOOL DIST.
03-23-2017

ACCOUNTS PAYABLE PRELIST
BATCH: 0050 03-23-17
FUND : 01 GENERAL FUND

J1042 APY500 H.02.05 03/23/17 PAGE 3
<< 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			
020305 (CONTINUED)								
2033 PO-171755	03/23/2017	HCG7611		1	01-3010-0-4400-475-3200-1000-015-000 NN F		2,339.89	2,339.89
2040 PO-171757	03/23/2017	HCG3824		1	01-3010-0-4400-475-3200-1000-015-000 NN F		2,709.65	2,709.65
TOTAL PAYMENT AMOUNT							8,764.82 *	8,764.82
016261/00 CEBULA RN, GAIL								
1211 PO-171037	03/23/2017	FEB-2017		1	01-0000-0-5210-102-0000-3140-003-000 NN P		30.50	30.50
TOTAL PAYMENT AMOUNT							30.50 *	30.50
010407/00 CENTER UNIFIED REVOLVING FUND								
2195 PO-171883	03/23/2017	4199		1	01-0000-0-5800-472-1110-4200-014-815 NN F		250.00	250.00
TOTAL PAYMENT AMOUNT							250.00 *	250.00
021051/00 CHILD ABUSE PREVENTION COUNCIL								
2186 PO-171840	03/23/2017	9146		1	01-3010-0-5800-601-1421-1000-017-000 NN F		6,479.59	6,479.59
TOTAL PAYMENT AMOUNT							6,479.59 *	6,479.59
013928/00 CINTAS LOCATION 622								
516 PO-170441	03/23/2017	622743557		1	01-0000-0-5800-111-0000-8200-007-000 NN P		174.05	174.05
TOTAL PAYMENT AMOUNT							174.05 *	174.05
016320/00 COLLIER, ALYSON								
2248 PO-171856	03/20/2017	REIME TRAINING LUNCHES		1	01-5640-0-4300-601-1369-1000-017-000 NN F		871.00	871.00
TOTAL PAYMENT AMOUNT							871.00 *	871.00
018951/00 DELL								
2093 PO-171735	03/23/2017	10152420564		1	01-3010-0-4400-475-3200-1000-015-000 NN F		1,610.09	1,600.12
TOTAL PAYMENT AMOUNT							1,600.12 *	1,600.12

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
018277/00	EASTER SEAL SOCIETY OF CA. INC				
1035 PO-170887	03/23/2017 FEB-17		1 01-6500-0-5800-102-5750-1180-002-000 NN P	3,525.00	3,525.00
		TOTAL PAYMENT AMOUNT	3,525.00 *		3,525.00
010336/00	ECOTECH PEST MANAGEMENT INC				
1938 PO-171634	03/22/2017 14330		1 01-0000-0-5500-106-0000-8110-007-000 NN P	2,500.00	2,500.00
1938 PO-171634	03/23/2017 2902089		1 01-0000-0-5500-106-0000-8110-007-000 NN F	5,101.00	237.34
		TOTAL PAYMENT AMOUNT	2,737.34 *		2,737.34
016002/00	EDGAR, SHERRY				
2211 PO-171884	03/23/2017 TRAVEL EXPENSE		1 01-0000-0-5200-472-0000-2700-014-000 NN F	1,202.86	1,202.86
2213 PO-171885	03/23/2017 REIMB MALLETS+ TISSUE		1 01-0000-0-4300-472-1550-1000-014-000 NN F	103.59	103.59
		TOTAL PAYMENT AMOUNT	1,306.45 *		1,306.45
011768/00	GIRARD EDWARDS STEVENS &				
1926 PO-171627	03/23/2017 #397		1 01-0000-0-5880-105-0000-7200-005-000 NN P	1,811.00	1,811.00
		TOTAL PAYMENT AMOUNT	1,811.00 *		1,811.00
022347/00	GIVE SOMETHING BACK				
2163 PO-171817	03/23/2017 in-0603821		1 01-0000-0-4300-472-1500-1000-014-000 NN F	130.30	130.30
		TOTAL PAYMENT AMOUNT	130.30 *		130.30
021409/00	HANNIBAL'S CATERING				
2249 PO-171869	03/23/2017 148793		1 01-5640-0-4300-601-1369-1000-017-000 NN P	493.84	493.84
2249 PO-171869	03/23/2017 148794		1 01-5640-0-4300-601-1369-1000-017-000 NN P	493.84	493.84
2249 PO-171869	03/23/2017 149031		1 01-5640-0-4300-601-1369-1000-017-000 NN P	491.57	491.57
2249 PO-171869	03/23/2017 149037		1 01-5640-0-4300-601-1369-1000-017-000 NN F	491.57	491.57
		TOTAL PAYMENT AMOUNT	1,970.82 *		1,970.82
014507/00	HORIZON DISTRIBUTORS				
54 PO-170052	03/23/2017 2A126127		1 01-0000-0-4300-106-0000-8110-007-000 NN P	180.60	180.60
54 PO-170052	03/23/2017 2A126126		1 01-0000-0-4300-106-0000-8110-007-000 NN P	264.66	264.66
		TOTAL PAYMENT AMOUNT	445.26 *		445.26

81 CENTER UNIFIED SCHOOL DIST.
03-23-2017

ACCOUNTS PAYABLE PRELIST
BATCH: 0050 03-23-17
FUND : 01 GENERAL FUND

J1042 APY500 H.02.05 03/23/17 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		
019317/00	JENSEN, CARIN													
2256 PO-171874	03/23/2017	reimb -snacks												
			1	01-4203-0-4300-103-4760-1000-003-000	NN	F							17.90	17.90
		TOTAL PAYMENT AMOUNT							17.90	*				17.90
014645/00	JOHNSON, KATIE													
2088 PO-171894	03/22/2017	MILEAGE												
			1	01-3410-0-5210-472-1110-1000-003-000	NN	F							59.49	59.49
		TOTAL PAYMENT AMOUNT							59.49	*				59.49
016750/00	JUST SEND IT POSTAL CENTER													
699 PO-170603	03/23/2017	1437												
			2	01-5630-0-5800-601-1421-1000-017-000	NN	P							220.00	220.00
		TOTAL PAYMENT AMOUNT							220.00	*				220.00
010355/00	KAISER FOUNDATION HEALTH PLAN													
PV-171072	03/22/2017	APRIL												
				01-0000-0-9552-000-0000-0000-000-000	NN									158,935.15
		TOTAL PAYMENT AMOUNT							158,935.15	*				158,935.15
020606/00	KLATT, BEN													
2191 PO-171881	03/23/2017	CRAFT SUPPLIES												
			1	01-0000-0-4300-472-1500-1000-014-000	NN	F							42.84	42.84
		TOTAL PAYMENT AMOUNT							42.84	*				42.84
016076/00	LES SCHWAB TIRE CENTER													
181 PO-170158	03/23/2017	64300244188												
			1	01-0000-0-5800-112-0000-3600-007-000	NN	P							285.85	285.85
		TOTAL PAYMENT AMOUNT							285.85	*				285.85
018215/00	LOEHR, SCOTT													
2294 PO-171909	03/22/2017	PARKING FEE												
			1	01-0000-0-5200-101-0000-7150-002-000	NN	F							18.00	18.00
		TOTAL PAYMENT AMOUNT							18.00	*				18.00
021926/00	MATRE, KAREN													
2282 PO-171891	03/23/2017	MILEAGE												
			1	01-0000-0-5210-106-0000-8300-007-000	NN	F							15.09	15.09
		TOTAL PAYMENT AMOUNT							15.09	*				15.09

81 CENTER UNIFIED SCHOOL DIST.
03-23-2017

ACCOUNTS PAYABLE PRELIST
BATCH: 0050 03-23-17
FUND : 01 GENERAL FUND

J1042 APY500 H.02.05 03/23/17 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
019246/00	MAYER-JOHNSON LLC							
2084 PO-171737	03/23/2017	INV00045533			1 01-6500-0-5800-102-5770-1110-002-000 NN F		1,195.50	1,195.50
					TOTAL PAYMENT AMOUNT		1,195.50 *	1,195.50
019545/00	MICHAEL WRIGHT							
2188 PO-171880	03/23/2017	REIMB MATERIALS			1 01-0000-0-4300-472-1600-1000-014-000 NN F		161.34	161.34
					TOTAL PAYMENT AMOUNT		161.34 *	161.34
016087/00	MICHAEL'S TRANSPORTATION SERV.							
1993 PO-171677	03/23/2017	96181			1 01-0000-0-5800-112-0000-3600-007-000 NN F		420.00	420.00
2226 PO-171844	03/23/2017	96181			1 01-0000-0-5800-112-0000-3600-007-000 NN P		2,010.00	2,010.00
					TOTAL PAYMENT AMOUNT		2,430.00 *	2,430.00
021692/00	MONOPRICE INC							
2061 PO-171760	03/23/2017	15732847			1 01-0000-0-4300-472-1110-1000-014-000 NN F		41.18	36.26
2134 PO-171802	03/23/2017	15768998			1 01-0000-0-4300-472-0000-2700-014-000 NN F		39.38	40.08
					TOTAL PAYMENT AMOUNT		76.34 *	76.34
017109/00	MUSIC THEATER INTERNATIONAL							
1667 PO-171430	03/23/2017	816473			1 01-0000-0-4300-236-1110-1000-009-000 YN F		420.28	435.00
					TOTAL PAYMENT AMOUNT		435.00 *	435.00
					TOTAL USE TAX AMOUNT		33.71	
011107/00	MY BINDING							
2170 PO-171810	03/23/2017	100640362			1 01-0000-0-4300-240-1110-1000-011-000 NN F		186.15	187.01
					TOTAL PAYMENT AMOUNT		187.01 *	187.01
011596/00	NEW READERS PRESS							
2142 PO-171789	03/23/2017	8287601			1 01-4201-0-4200-601-4760-1000-017-000 NN F		1,511.97	1,511.97
					TOTAL PAYMENT AMOUNT		1,511.97 *	1,511.97

81 CENTER UNIFIED SCHOOL DIST.
03-23-2017

ACCOUNTS PAYABLE PRELIST
BATCH: 0050 03-23-17
FUND : 01 GENERAL FUND

J1042 APY500 H.02.05 03/23/17 PAGE 8
<< 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			
020695/00		SCHOOL OUTFITTERS						
1754	PO-171499	03/23/2017	INV12179090		1 01-0370-0-4300-115-0000-7700-007-000 NN F		1,221.96	1,221.96
					TOTAL PAYMENT AMOUNT		1,221.96 *	1,221.96
014786/00		SCHOOL SPECIALTY						
1943	PO-171743	03/23/2017	308102693339		1 01-5640-0-4300-601-1369-1000-017-083 NN F		310.07	246.08
					TOTAL PAYMENT AMOUNT		246.08 *	246.08
020983/00		SIERRA PACIFIC TURF SUPPLY						
57	PO-170055	03/23/2017	0496964-IN		1 01-0000-0-4300-106-0000-8110-007-000 NN P		227.56	227.56
					TOTAL PAYMENT AMOUNT		227.56 *	227.56
011699/00		SILVER KITE						
2052	PO-171718	03/23/2017	50732		1 01-6500-0-4300-102-5750-1110-002-000 NN F		604.48	600.51
					TOTAL PAYMENT AMOUNT		600.51 *	600.51
019633/00		SPINELLI DONALD & NOTT						
875	PO-170761	03/23/2017	27627		1 01-0000-0-5880-105-0000-7200-005-000 NN P		1,140.00	1,140.00
875	PO-170761	03/23/2017	650293		1 01-0000-0-5880-105-0000-7200-005-000 NN P		6.32	6.32
					TOTAL PAYMENT AMOUNT		1,146.32 *	1,146.32
010519/00		TIM'S MUSIC						
1287	PO-171104	03/23/2017	253280		1 01-0000-0-4300-472-1520-1000-014-000 NN F		67.76	67.58
					TOTAL PAYMENT AMOUNT		67.58 *	67.58
018015/00		TOMPKINS, SHELLEY						
2172	PO-171838	03/23/2017	REIMB-CLOCK		1 01-5630-0-4300-601-1421-1000-017-000 NN F		5.57	5.57
2250	PO-171870	03/23/2017	reimb-plates		1 01-5640-0-4300-601-1369-1000-017-000 NN F		24.02	24.02
					TOTAL PAYMENT AMOUNT		29.59 *	29.59

81 CENTER UNIFIED SCHOOL DIST.
03-23-2017

ACCOUNTS PAYABLE PRELIST
BATCH: 0050 03-23-17
FUND : 01 GENERAL FUND

J1042 APY500 H.02.05 03/23/17 PAGE 7
<< 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							
2138 PO-171786	03/23/2017	912059828001	1	01-0000-0-4300-238-1110-1000-010-000	NN F	78.40		78.40
2140 PO-171788	03/23/2017	912059271001	1	01-0000-0-4300-371-0000-2700-012-000	NN F	60.26		59.98
2144 PO-171791	03/22/2017	912060323001	1	01-4201-0-4300-601-4760-1000-017-000	NN F	384.53		384.53
TOTAL PAYMENT AMOUNT						522.91	*	522.91
010131/00	PC PARTS PLUS							
1937 PO-171621	03/23/2017	4635	1	01-0000-0-4300-115-0000-7700-007-000	YN F	43.09		39.99
TOTAL PAYMENT AMOUNT						39.99	*	39.99
TOTAL USE TAX AMOUNT						3.10		
014069/00	PLATT ELECTRIC SUPPLY INC							
1606 PO-171398	03/23/2017	L613724	1	01-8150-0-4300-106-0000-8110-007-000	NN P	17.68		17.68
1606 PO-171398	03/21/2017	L584644	1	01-8150-0-4300-106-0000-8110-007-000	NN P	49.49		49.49
1606 PO-171398	03/23/2017	L613794	1	01-8150-0-4300-106-0000-8110-007-000	NN M	0.00		16.15
2230 PO-171848	03/23/2017	L593587	1	01-0000-0-4300-111-0000-8200-007-939	NN F	533.10		533.10
2260 PO-171857	03/20/2017	L613724	1	01-0000-0-4300-111-0000-8200-007-939	NN P	1,454.63		1,454.63
2260 PO-171857	03/23/2017	L621225	1	01-0000-0-4300-111-0000-8200-007-939	NN F	3,394.12		3,394.13
TOTAL PAYMENT AMOUNT						5,432.88	*	5,432.88
021194/00	PRUDENTIAL OVERALL SUPPLY INC							
82 PO-170079	03/23/2017	180273086	1	01-0000-0-5600-112-0000-3600-007-000	NN P	77.75		77.75
TOTAL PAYMENT AMOUNT						77.75	*	77.75
015628/00	RAMIREZ, SOLEDAD							
2242 PO-171886	03/23/2017	REIMB CLASS SUPPLIES	1	01-0000-0-4300-472-1385-1000-014-000	NN F	208.60		208.60
2244 PO-171887	03/23/2017	REIMB SUPPLIES	1	01-0000-0-4300-472-1385-1000-014-000	NN F	206.48		206.48
TOTAL PAYMENT AMOUNT						415.08	*	415.08
010552/00	SAC VAL JANITORIAL							
1368 PO-171175	03/23/2017	10233297	1	01-0000-0-9320-000-0000-0000-000-000	NN P	1,204.43		1,204.43
1368 PO-171175	03/23/2017	10233305	1	01-0000-0-9320-000-0000-0000-000-000	NN P	1,219.26		1,219.26
1368 PO-171175	03/23/2017	10233313	1	01-0000-0-9320-000-0000-0000-000-000	NN P	68.82		68.82
1368 PO-171175	03/23/2017	10233314	1	01-0000-0-9320-000-0000-0000-000-000	NN P	68.82		68.82
1368 PO-171175	03/23/2017	10232888	1	01-0000-0-9320-000-0000-0000-000-000	NN P	1,941.03		1,941.03
TOTAL PAYMENT AMOUNT						4,502.36	*	4,502.36

81 CENTER UNIFIED SCHOOL DIST.
03-23-2017

ACCOUNTS PAYABLE PRELIST
BATCH: 0050 03-23-17
FUND : 01 GENERAL FUND

J1042 APY500 H.02.05 03/23/17 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			
014278/00	TOUCHBOARDS							
2031	PO-171753	03/23/2017	0517383-IN		1 01-3010-0-4400-475-3200-1000-015-000 YN F		2,987.98	2,987.98
					TOTAL PAYMENT AMOUNT	2,987.98 *		2,987.98
					TOTAL USE TAX AMOUNT	231.57		
010139/00	TROXELL COMMUNICATIONS INC							
2028	PO-171754	03/23/2017	946263		1 01-3010-0-4400-475-3200-1000-015-000 NN P		4,366.90	4,366.90
2028	PO-171754	03/23/2017	946742		1 01-3010-0-4400-475-3200-1000-015-000 NN F		480.00	520.00
					TOTAL PAYMENT AMOUNT	4,886.90 *		4,886.90
018567/00	TRULITE GLASS & ALUMINUM SOL.							
35	PO-170034	03/23/2017	121154133		1 01-0000-0-4300-106-0000-8110-007-000 NN P		56.42	56.42
					TOTAL PAYMENT AMOUNT	56.42 *		56.42
010127/00	UNITED PARCEL SERVICE							
2259	PO-171888	03/23/2017	YW013107		1 01-0036-0-5920-103-1110-1000-003-000 NN F		199.81	199.81
					TOTAL PAYMENT AMOUNT	199.81 *		199.81
020091/00	VAN NESS-CORONADO, LISA							
2239	PO-171852	03/23/2017	REIMB-TAX FORMS		1 01-0000-0-4300-105-0000-7200-005-000 NN F		43.08	43.08
					TOTAL PAYMENT AMOUNT	43.08 *		43.08
022221/00	WESTERN HEALTH ADVANTAGE							
PV-171073	03/22/2017	APRIL PREMIUM			01-0000-0-9552-000-0000-0000-000-000 NN			114,866.47
					TOTAL PAYMENT AMOUNT	114,866.47 *		114,866.47
017313/00	XEROX							
726	PO-170624	03/23/2017	7149057-001		1 01-0000-0-5800-115-0000-8200-007-992 NN P		35,234.31	35,234.31
2076	PO-171729	03/23/2017	230047286		1 01-0000-0-5800-115-1920-8200-007-000 NN P		1,590.75	1,590.75
					TOTAL PAYMENT AMOUNT	36,825.06 *		36,825.06
					TOTAL FUND PAYMENT	410,405.10 **		410,405.10
					TOTAL USE TAX AMOUNT	556.35		

81 CENTER UNIFIED SCHOOL DIST.
03-23-2017

ACCOUNTS PAYABLE PRELIST
BATCH: 0050 03-23-17
FUND : 11 ADULT EDUCATION FUND

J1042 APY500 H.02.05 03/23/17 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				
014899/00	BRYANT, ANGELLA						
2187	PO-171841	03/23/2017	TRAVEL EXPENSE	1 11-6391-0-5200-601-4130-1000-017-000 NN F		22.40	22.40
TOTAL PAYMENT AMOUNT				22.40 *			22.40
016320/00	COLLIER, ALYSON						
2169	PO-171837	03/23/2017	REIMB-CONF	1 11-6391-0-5200-601-4130-1000-017-000 NN F		379.86	379.86
TOTAL PAYMENT AMOUNT				379.86 *			379.86
018951/00	DELL						
2184	PO-171812	03/23/2017	10153449488	1 11-6392-0-4400-601-4130-1000-017-000 NN F		1,343.24	1,320.13
TOTAL PAYMENT AMOUNT				1,320.13 *			1,320.13
016750/00	JUST SEND IT POSTAL CENTER						
877	PO-170762	03/23/2017	2047	1 11-6391-0-5800-601-4130-1000-017-000 NN P		140.00	140.00
TOTAL PAYMENT AMOUNT				140.00 *			140.00
018015/00	TOMPKINS, SHELLEY						
2172	PO-171838	03/23/2017	REIMB-CLOCK	2 11-6391-0-5920-601-4130-1000-017-000 NN F		6.88	6.88
TOTAL PAYMENT AMOUNT				6.88 *			6.88
TOTAL FUND PAYMENT				1,869.27 **			1,869.27

J1042 APY500 H.02.05 03/23/17 PAGE 11
<< Open >>

56

81 CENTER UNIFIED SCHOOL DIST.
03-23-2017

ACCOUNTS PAYABLE PRELIST
BATCH: 0050 03-23-17
FUND : 13 CAFETERIA FUND

J1042 APY500 H.02.05 03/23/17 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				
011602/00	DANIELSEN CO., THE						
705 PO-170608	03/23/2017	126553	2 13-5310-0-4300-108-0000-3700-007-000 N P		8.00	8.00	
705 PO-170608	03/23/2017	126553	1 13-5310-0-4700-108-0000-3700-007-000 N P		2,596.47	2,596.47	
TOTAL PAYMENT AMOUNT			2,604.47 *			2,604.47	
016670/00	FATCAT BAKERY						
100 PO-170110	03/21/2017	12425	1 13-5310-0-4700-108-0000-3700-007-000 NN P		2,100.00	2,100.00	
TOTAL PAYMENT AMOUNT			2,100.00 *			2,100.00	
021080/00	GOLD STAR FOODS INC						
708 PO-170610	03/23/2017	1980382	1 13-5310-0-4700-108-0000-3700-007-000 NN P		6,757.51	6,757.51	
TOTAL PAYMENT AMOUNT			6,757.51 *			6,757.51	
016279/00	P&R PAPER SUPPLY						
193 PO-170166	03/23/2017	30121687	1 13-5310-0-4300-108-0000-3700-007-000 NN P		1,290.21	1,290.21	
193 PO-170166	03/23/2017	30123625-00	1 13-5310-0-4300-108-0000-3700-007-000 NN P		1,385.13	1,385.13	
TOTAL PAYMENT AMOUNT			2,675.34 *			2,675.34	
016598/00	PLACER COUNTY ENVIRONMENTAL						
2280 PO-171890	03/23/2017	IN0106377	1 13-5310-0-5800-108-0000-3700-007-000 NN F		1,317.00	1,317.00	
TOTAL PAYMENT AMOUNT			1,317.00 *			1,317.00	
015088/00	SLIC CO-OP						
2261 PO-171858	03/23/2017	17013	1 13-5310-0-5300-108-0000-3700-007-000 NN F		50.00	50.00	
TOTAL PAYMENT AMOUNT			50.00 *			50.00	
011422/00	SYSO OF SAN FRANCISCO						
89 PO-170103	03/23/2017	131170965	2 13-5310-0-4300-108-0000-3700-007-000 NN P		765.76	765.76	
89 PO-170103	03/23/2017	13102161P	2 13-5310-0-4300-108-0000-3700-007-000 NN M		0.00	175.79-	
89 PO-170103	03/23/2017	131170965	1 13-5310-0-4700-108-0000-3700-007-000 NN P		2,074.88	2,074.88	
89 PO-170103	03/23/2017	131170966	1 13-5310-0-4700-108-0000-3700-007-000 NN P		107.57	107.57	
TOTAL PAYMENT AMOUNT			2,772.42 *			2,772.42	
TOTAL FUND PAYMENT			18,276.74 **			18,276.74	

81 CENTER UNIFIED SCHOOL DIST.
03-23-2017

ACCOUNTS PAYABLE PRELIST
BATCH: 0050 03-23-17
FUND : 14

J1042 APY500 H.02.05 03/23/17 PAGE 13
<< Open >>

DEFERRED MAINTENANCE FUND

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num			
Req Reference	Date	Description	FD RESO P	OBJE SIT	GOAL FUNC	RES DEP	T9MP	Liq Amt
								Net Amount
016043/00		SHELTONS UNLIMITED MECHANICAL						
1940 PO-171635	03/23/2017	17-19147						
1940 PO-171635	03/23/2017	17-19147						
1940 PO-171635	03/20/2017	17-19147						
			1	14-0024-0-4300-106-9265-8110-007-000	NN F			874.37
			2	14-0024-0-4400-106-9265-8110-007-000	NN F			3,568.68
			3	14-0024-0-5600-106-9265-8110-007-000	NN F			1,750.00
		TOTAL PAYMENT AMOUNT						6,193.05
								6,193.05
		TOTAL FUND						
		PAYMENT						6,193.05
		TOTAL BATCH PAYMENT						481,727.53
		TOTAL USE TAX AMOUNT						556.35
		TOTAL DISTRICT PAYMENT						481,727.53
		TOTAL USE TAX AMOUNT						556.35
		TOTAL FOR ALL DISTRICTS:						481,727.53
		TOTAL USE TAX AMOUNT						556.35

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

Batch status: A All

From batch: 0051

To batch: 0051

Include Revolving Cash: Y

Include Address: N

81 CENTER UNIFIED SCHOOL DIST.
03-30-17

ACCOUNTS PAYABLE PRELIST
BATCH: 0051 3-30-17
FUND : 01 GENERAL FUND

J1368 APY500 H.02.05 03/30/17 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				
021794/00	AERIES SOFTWARE						
2320 PO-171917	03/30/2017	M&S-5378	1 01-0000-0-5600-115-0000-7700-007-000 NN F		20,353.50	20,353.50	
TOTAL PAYMENT AMOUNT			20,353.50 *			20,353.50	
014733/00	ALL WEST COACHLINES INC.						
2082 PO-171814	03/30/2017	67953	2 01-0000-0-5865-371-1110-1000-012-000 NN F		2,897.70	2,897.70	
2082 PO-171814	03/30/2017	68283	1 01-7338-0-5865-472-1110-1000-014-000 NN F		1,304.02	1,304.02	
2344 PO-171962	03/30/2017	63029	1 01-0000-0-5865-240-1110-1000-011-000 NN F		705.00	705.00	
2344 PO-171962	03/30/2017	63092	1 01-0000-0-5865-240-1110-1000-011-000 NN F		705.00	705.00	
TOTAL PAYMENT AMOUNT			5,611.72 *			5,611.72	
019769/00	AMERICAN EXPRESS						
2137 PO-171785	03/30/2017	0-03000	1 01-8150-0-4300-106-0000-8110-007-000 NN F		545.00	545.00	
2201 PO-171832	03/30/2017	0-03000	1 01-3010-0-5200-103-0000-2700-003-822 NN F		2,095.13	2,118.13	
2205 PO-171834	03/30/2017	0-03000	1 01-8150-0-5800-106-0000-8110-007-000 NN F		20.00	20.00	
2206 PO-171835	03/30/2017	0-03000	1 01-0000-0-5200-103-1110-1000-003-000 NN F		206.41	206.41	
2247 PO-171855	03/30/2017	0-03000	1 01-0000-0-5800-120-0000-7110-000-000 NN F		84.91	84.72	
2262 PO-171875	03/30/2017	0-03000	1 01-0000-0-4300-101-0000-7150-002-000 NN F		58.39	58.39	
2307 PO-171914	03/30/2017	0-03000	1 01-0000-0-5300-101-0000-7150-002-000 NN F		95.00	95.00	
TOTAL PAYMENT AMOUNT			3,127.65 *			3,127.65	
017760/00	BACKFLOW TECHNOLOGIES LLC						
2348 PO-171965	03/29/2017	17-12437	1 01-8150-0-4300-106-0000-8110-007-000 NN F		16.42	16.42	
2348 PO-171965	03/30/2017	17-12437	2 01-8150-0-5800-106-0000-8110-007-000 NN F		333.00	333.00	
TOTAL PAYMENT AMOUNT			349.42 *			349.42	
017561/00	BAIONI, KIM						
2334 PO-171959	03/29/2017	REIMB-BOOKS	1 01-6300-0-4200-475-3200-1000-015-000 NN F		290.40	290.40	
TOTAL PAYMENT AMOUNT			290.40 *			290.40	
016106/00	BERGER, CHRISTINE						
2277 PO-171923	03/30/2017	REIMB CLASSROOM ITEMS	1 01-5640-0-4300-601-1369-1000-017-081 NN F		350.00	350.00	
TOTAL PAYMENT AMOUNT			350.00 *			350.00	

81 CENTER UNIFIED SCHOOL DIST.
03-30-17

ACCOUNTS PAYABLE PRELIST
BATCH: 0051 3-30-17
FUND : 01 GENERAL FUND

J1368 APY500 H.02.05 03/30/17 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				
014789/00	BISHO, VERNON						
2364 PO-171979	03/30/2017	MILEAGE	1 01-6385-0-5200-472-1110-1000-014-000 NN F		102.12	102.12	
2371 PO-171983	03/30/2017	TRAVEL EXPENSE	1 01-6387-0-5200-472-1110-1000-014-000 NN F		95.46	95.46	
TOTAL PAYMENT AMOUNT			197.58 *			197.58	
011390/00	BUREAU OF EDUCATION						
2235 PO-171920	03/30/2017	4732876	1 01-0000-0-5200-103-0000-2420-003-371 NN P		249.00	249.00	
2235 PO-171920	03/30/2017	4732877	1 01-0000-0-5200-103-0000-2420-003-371 NN F		249.00	249.00	
TOTAL PAYMENT AMOUNT			498.00 *			498.00	
011697/00	C.A.S.H.						
1407 PO-171209	03/30/2017	2017-A-28	1 01-8150-0-5200-106-0000-8110-007-000 NN F		1,940.00	1,940.00	
TOTAL PAYMENT AMOUNT			1,940.00 *			1,940.00	
017625/00	CALIFORNIA LEAGUE OF BOND						
2337 PO-171946	03/30/2017	CONFERENCE	1 01-8150-0-5200-106-0000-8110-007-000 NN F		107.48	107.48	
TOTAL PAYMENT AMOUNT			107.48 *			107.48	
022223/00	CASBO PROFESSIONAL DEVELOPMENT						
1981 PO-171670	03/30/2017	592972	1 01-0000-0-5200-105-0000-7200-005-000 NN F		255.00	255.00	
1983 PO-171671	03/30/2017	592973	1 01-0000-0-5200-105-0000-7200-005-000 NN F		255.00	255.00	
1984 PO-171672	03/30/2017	592971	1 01-0000-0-5200-105-0000-7200-005-000 NN F		255.00	255.00	
TOTAL PAYMENT AMOUNT			765.00 *			765.00	
020305/00	CDW GOVERNMENT INC.						
2003 PO-171684	03/30/2017	GZS6398	1 01-0000-0-5800-472-0000-2700-014-000 NN F		54.98	51.03	
2145 PO-171792	03/30/2017	H0V9405	1 01-4201-0-4400-601-4760-1000-017-000 NN F		7,274.15	7,529.15	
TOTAL PAYMENT AMOUNT			7,580.18 *			7,580.18	
014449/00	CENTER HIGH SCHOOL STUDENT						
2368 PO-171980	03/30/2017	REIMB-TOGOS	1 01-7338-0-4300-472-1110-1000-014-000 NN F		950.00	950.00	
TOTAL PAYMENT AMOUNT			950.00 *			950.00	

J1368 APY500 H.02.05 03/30/17 PAGE 3
 << Open >>

62

81 CENTER UNIFIED SCHOOL DIST.
03-30-17

ACCOUNTS PAYABLE PRELIST
BATCH: 0051 3-30-17
FUND : 01 GENERAL FUND

J1368 APY500 H.02.05 03/30/17 PAGE 4
<< Open >>

Vendor/Addr	Remit name	Description	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
Req Reference	Date				FD RESO P OBJE SIT GOAL FUNC RES DEP T9MP			
018079/00	DAUBENMIRE, TRACIE							
2380 PO-171985	03/30/2017	REIMB-INCENTIVE		1	01-6512-0-4300-102-5001-3110-003-000 NN F		87.14	87.14
		TOTAL PAYMENT AMOUNT			87.14 *			87.14
019071/00	DISCOUNT TRANSMISSIONS							
2321 PO-171936	03/30/2017	216		2	01-0000-0-4300-112-0000-3600-007-000 NN F		2,237.02	2,237.02
2321 PO-171936	03/30/2017	216		1	01-0000-0-5800-112-0000-3600-007-000 NN F		1,805.00	1,805.00
		TOTAL PAYMENT AMOUNT			4,042.02 *			4,042.02
017117/00	DISCOUNT TWO-WAY RADIO							
2285 PO-171893	03/30/2017	SI171531		1	01-0000-0-4300-475-3200-2700-015-000 NN F		177.27	177.27
		TOTAL PAYMENT AMOUNT			177.27 *			177.27
019943/00	DOCUMENT TRACKING SERVICES							
2286 PO-171913	03/30/2017	T-95430005		1	01-0000-0-5800-234-1110-1000-008-000 NN F		75.00	75.00
		TOTAL PAYMENT AMOUNT			75.00 *			75.00
020595/00	DOMALAKES, CAROL							
2314 PO-171915	03/30/2017	MILEAGE & PARKING		1	01-0000-0-5210-105-0000-7200-005-000 NN F		128.56	128.56
		TOTAL PAYMENT AMOUNT			128.56 *			128.56
019262/00	ENTERPRISE RENT A CAR							
2275 PO-171922	03/30/2017	74CFT6		1	01-0000-0-5600-472-1110-4200-014-915 NN P		141.85	141.85
2275 PO-171922	03/30/2017	744GTD		1	01-0000-0-5600-472-1110-4200-014-915 NN P		152.75	152.75
2275 PO-171922	03/28/2017	744LCR		1	01-0000-0-5600-472-1110-4200-014-915 NN P		98.87	98.87
2275 PO-171922	03/30/2017	71JKHW		1	01-0000-0-5600-472-1110-4200-014-915 NN F		99.82	99.82
		TOTAL PAYMENT AMOUNT			493.29 *			493.29
010592/00	EWING IRRIGATION PRODUCTS							
1224 PO-171050	03/30/2017	2960740		1	01-0000-0-4300-106-0000-8110-007-000 NN F		1,049.75	1,049.75
2330 PO-171942	03/30/2017	2960740		1	01-0000-0-4300-106-0000-8110-007-000 NN P		1,022.34	1,022.34
2330 PO-171942	03/30/2017	2960741		1	01-0000-0-4300-106-0000-8110-007-000 NN P		260.69	260.69
		TOTAL PAYMENT AMOUNT			2,332.78 *			2,332.78

81 CENTER UNIFIED SCHOOL DIST.
03-30-17

ACCOUNTS PAYABLE PRELIST
BATCH: 0051 3-30-17
FUND : 01 GENERAL FUND

J1368 APY500 H.02.05 03/30/17 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			
022347/00		GIVE SOMETHING BACK						
2240 PO-171866	03/30/2017	IN-0606674		1	01-0000-0-4300-472-1355-1000-014-000	NN P	223.09	223.09
2245 PO-171867	03/30/2017	IN-0606673		1	01-0000-0-4300-472-0000-2700-014-000	NN F	88.30	88.30
TOTAL PAYMENT AMOUNT							311.39 *	311.39
018992/00		GREEN ACRES NURSERY & SUPPLY						
56 PO-170054	03/30/2017	01-001-195406		1	01-0000-0-4300-106-0000-8110-007-000	NN P	62.21	62.21
TOTAL PAYMENT AMOUNT							62.21 *	62.21
014044/00		HAGEDORN, ROGER						
2304 PO-171927	03/30/2017	MILEAGE		1	01-0000-0-5210-106-0000-8300-007-000	N F	13.27	13.27
TOTAL PAYMENT AMOUNT							13.27 *	13.27
021775/00		HD SUPPLY FACILITIES MAINT.						
19 PO-170018	03/30/2017	9152000443		1	01-8150-0-4300-106-0000-8110-007-000	NN P	452.20	452.20
19 PO-170018	03/27/2017	9152143568		1	01-8150-0-4300-106-0000-8110-007-000	NN P	28.00	28.00
TOTAL PAYMENT AMOUNT							480.20 *	480.20
011341/00		HUNT & SONS INC						
77 PO-170075	03/30/2017	624316		1	01-0000-0-4340-112-0000-3600-007-000	NN P	16,456.23	16,456.23
TOTAL PAYMENT AMOUNT							16,456.23 *	16,456.23
016208/00		JAMECO ELECTRONICS						
2237 PO-171865	03/30/2017	20190296		1	01-0000-0-4300-472-1500-1000-014-000	NN F	45.41	45.22
TOTAL PAYMENT AMOUNT							45.22 *	45.22
015165/00		JOHN L. SULLIVAN CHEVROLET						
2381 PO-171986	03/30/2017	C69602		1	01-0000-0-4300-106-0000-8110-007-000	NN F	154.32	154.32
2381 PO-171986	03/30/2017	C69602		2	01-0000-0-5800-106-0000-8110-007-000	NN F	48.69	48.69
TOTAL PAYMENT AMOUNT							203.01 *	203.01

81 CENTER UNIFIED SCHOOL DIST.
03-30-17

ACCOUNTS PAYABLE PRELIST
BATCH: 0051 3-30-17
FUND : 01 GENERAL FUND

J1368 APY500 H.02.05 03/30/17 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	DSP	T9MP	Liq Amt	Net Amount
014500/00	JOPE, BRINA							
2362	PO-171977	03/30/2017	MILEAGE	1	01-6385-0-5200-472-1110-1000-014-000	NN F	17.12	17.12
TOTAL PAYMENT AMOUNT							17.12 *	17.12
019086/00	KATRINA EMERSON							
1980	PO-171660	03/28/2017	#100 2ND HALF	1	01-0000-0-5800-475-3200-1000-015-000	NY F	500.00	500.00
TOTAL PAYMENT AMOUNT							500.00 *	500.00
019798/00	KENT, ALLISON							
2270	PO-171912	03/30/2017	REIMB SNACKS	1	01-0000-0-4300-371-0000-2700-012-000	NN F	29.55	29.55
TOTAL PAYMENT AMOUNT							29.55 *	29.55
017899/00	LAWSON, BECKY							
2315	PO-171957	03/30/2017	PARKING & TOLLS	1	01-3010-0-5200-103-0000-2700-003-822	N F	48.00	48.00
TOTAL PAYMENT AMOUNT							48.00 *	48.00
016481/00	MASE CENTER							
2370	PO-171982	03/30/2017	REGIST-GALLOWAY	1	01-0000-0-5200-472-0000-2700-014-000	NN F	100.00	100.00
TOTAL PAYMENT AMOUNT							100.00 *	100.00
022406/00	MAXIM HEALTHCARE SERVICES INC							
1970	PO-171658	03/30/2017	4827140262	1	01-0000-0-5800-102-0000-3140-003-000	NN P	2,738.00	2,738.00
1970	PO-171658	03/30/2017	4810680262	1	01-0000-0-5800-102-0000-3140-003-000	NN P	1,874.00	1,874.00
1970	PO-171658	03/30/2017	4843720262	1	01-0000-0-5800-102-0000-3140-003-000	NN P	2,370.50	2,370.50
TOTAL PAYMENT AMOUNT							6,982.50 *	6,982.50
017160/00	MCINNES, ROBERT							
2357	PO-171973	03/30/2017	MILEAGE	1	01-6385-0-5200-472-1110-1000-014-000	NN F	17.12	17.12
TOTAL PAYMENT AMOUNT							17.12 *	17.12

81 CENTER UNIFIED SCHOOL DIST.
03-30-17

ACCOUNTS PAYABLE PRELIST
BATCH: 0051 3-30-17
FUND : 01 GENERAL FUND

J1368 APY500 H.02.05 03/30/17 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				
016087/00	MICHAEL'S TRANSPORTATION SERV.						
2226 PO-171844	03/30/2017	96304	1 01-0000-0-5800-112-0000-3600-007-000 NN P			4,050.00	4,050.00
TOTAL PAYMENT AMOUNT						4,050.00 *	4,050.00
021692/00	MONOPRICE INC						
2054 PO-171782	03/30/2017	15761795	1 01-0000-0-4400-472-0000-2700-014-000 NN P			12.86	12.86
2054 PO-171782	03/30/2017	15761800	1 01-0000-0-4400-472-0000-2700-014-000 NN F			311.16	311.31
2223 PO-171864	03/27/2017	15815323	1 01-0000-0-4300-472-0000-2700-014-000 NN F			37.75	38.23
TOTAL PAYMENT AMOUNT						362.40 *	362.40
016912/00	NATOMAS AUTOMOTIVE						
79 PO-170077	03/30/2017	24207	1 01-0000-0-5800-112-0000-3600-007-000 NN P			69.95	69.95
79 PO-170077	03/30/2017	24205	1 01-0000-0-5800-112-0000-3600-007-000 NN P			69.95	69.95
TOTAL PAYMENT AMOUNT						139.90 *	139.90
017576/00	OFFICE DEPOT						
2058 PO-171720	03/30/2017	910267260001	1 01-0000-0-4300-238-1110-1000-010-000 NN P			38.68	38.68
2058 PO-171720	03/30/2017	910267261001	1 01-0000-0-4300-238-1110-1000-010-000 NN P			7.85	7.85
2058 PO-171720	03/30/2017	910267262001	1 01-0000-0-4300-238-1110-1000-010-000 NN P			156.61	156.61
2058 PO-171720	03/30/2017	910267260002	1 01-0000-0-4300-238-1110-1000-010-000 NN F			3.18	3.17
2268 PO-171878	03/30/2017	915252807001	1 01-6300-0-4300-238-1110-1000-010-000 NN F			55.48	55.48
TOTAL PAYMENT AMOUNT						261.79 *	261.79
011822/00	OLARIU, STEFAN						
2228 PO-171846	03/30/2017	TRIP-1331	1 01-0000-0-5800-112-0000-3600-007-000 NN P			11.43	11.43
TOTAL PAYMENT AMOUNT						11.43 *	11.43
021401/00	PRACTI-CAL INC						
2189 PO-171826	03/30/2017	337498	1 01-5640-0-5800-103-0000-3140-003-000 NN P			26.51	26.51
2189 PO-171826	03/30/2017	337606	1 01-5640-0-5800-103-0000-3140-003-000 NN P			98.24	98.24
TOTAL PAYMENT AMOUNT						124.75 *	124.75

81 CENTER UNIFIED SCHOOL DIST.
03-30-17

ACCOUNTS PAYABLE PRELIST
BATCH: 0051 3-30-17
FUND : 01 GENERAL FUND

J1368 APY500 H.02.05 03/30/17 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				

010627/00	RIVERVIEW INTERNATIONAL TRUCKS						
2342 PO-171961	03/30/2017	925314	1 01-0000-0-4300-112-0000-3600-007-000 NN P			142.13	142.13
2342 PO-171961	03/30/2017	925213	1 01-0000-0-4300-112-0000-3600-007-000 NN P			110.21	110.21
2342 PO-171961	03/30/2017	925416	1 01-0000-0-4300-112-0000-3600-007-000 NN P			91.03	91.03
2342 PO-171961	03/29/2017	925395	1 01-0000-0-4300-112-0000-3600-007-000 NN P			53.34	53.34
2342 PO-171961	03/30/2017	925651	1 01-0000-0-4300-112-0000-3600-007-000 NN P			689.16	689.16
TOTAL PAYMENT AMOUNT			1,085.87 *				1,085.87
010552/00	SAC VAL JANITORIAL						
1368 PO-171175	03/30/2017	10234358	1 01-0000-0-9320-000-0000-0000-000-000 NN P			651.59	651.59
1368 PO-171175	03/30/2017	10234357	1 01-0000-0-9320-000-0000-0000-000-000 NN P			3,533.44	3,533.44
1368 PO-171175	03/30/2017	10234355	1 01-0000-0-9320-000-0000-0000-000-000 NN F			272.24	234.87
2318 PO-171916	03/30/2017	10235049	1 01-0000-0-9320-000-0000-0000-000-000 NN P			1,080.46	1,080.46
TOTAL PAYMENT AMOUNT			5,500.36 *				5,500.36
022018/00	SACRAMENTO AUTOGLASS & MIRROR						
86 PO-170083	03/30/2017	ISAC021072	1 01-0000-0-4300-112-0000-3600-007-000 NN F			151.34	209.15
TOTAL PAYMENT AMOUNT			209.15 *				209.15
016909/00	SACRAMENTO CO OFFICE OF ED						
2255 PO-171896	03/30/2017	171206	1 01-6500-0-7142-102-5770-9200-002-000 NN F			291,250.00	291,250.00
TOTAL PAYMENT AMOUNT			291,250.00 *				291,250.00
022398/00	SACRAMENTO COUNTY OFFICE OF ED						
2254 PO-171911	03/30/2017	171194	1 01-3010-0-5200-371-1110-1000-012-000 NN F			300.00	300.00
TOTAL PAYMENT AMOUNT			300.00 *				300.00
010266/00	SACRAMENTO COUNTY UTILITIES						
122 PO-170093	03/30/2017	50000918618	1 01-0000-0-5520-106-0000-8110-007-000 N P			654.17	654.17
122 PO-170093	03/30/2017	50000918485	1 01-0000-0-5520-106-0000-8110-007-000 N P			3,344.59	3,344.59
122 PO-170093	03/27/2017	50000918556	1 01-0000-0-5520-106-0000-8110-007-000 N P			172.42	172.42
122 PO-170093	03/30/2017	50008418859	1 01-0000-0-5520-106-0000-8110-007-000 N P			241.48	241.48
TOTAL PAYMENT AMOUNT			4,412.66 *				4,412.66

81 CENTER UNIFIED SCHOOL DIST.
03-30-17

ACCOUNTS PAYABLE PRELIST
BATCH: 0051 3-30-17
FUND : 01 GENERAL FUND

J1368 APY500 H.02.05 03/30/17 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				
018912/00		SAFETY-KLEEN CORPORATION					
2341 PO-171960	03/30/2017	72870416	2 01-0000-0-4300-112-0000-3600-007-000 NN F			857.80	857.80
2341 PO-171960	03/30/2017	73154326	1 01-0000-0-5800-112-0000-3600-007-000 NN F			312.00	312.00
			TOTAL PAYMENT AMOUNT	1,169.80 *			1,169.80
022436/00		SCHOOL INNOVATIONS &					
2284 PO-171901	03/30/2017	0136090-IN	1 01-0000-0-5800-105-0000-7200-005-000 NN F			27,800.00	27,800.00
			TOTAL PAYMENT AMOUNT	27,800.00 *			27,800.00
010638/00		SILVERADO STAGES INC					
2032 PO-171706	03/30/2017	#1	1 01-0000-0-5865-371-1110-1000-012-000 NN F			1,350.00	1,350.00
			TOTAL PAYMENT AMOUNT	1,350.00 *			1,350.00
020252/00		STAPLES BUSINESS ADVANTAGE					
2175 PO-171821	03/30/2017	3333490090	1 01-0000-0-4300-472-1355-1000-014-000 NN F			92.72	92.72
			TOTAL PAYMENT AMOUNT	92.72 *			92.72
020371/00		SUMNER, SHERYL					
1650 PO-171403	03/28/2017	MILEAGE FEB-MAR	1 01-0000-0-5210-103-1110-1004-003-000 NN P			13.91	13.91
			TOTAL PAYMENT AMOUNT	13.91 *			13.91
018194/00		SUNRISE PARK & RECREATION DIST					
2369 PO-171981	03/30/2017	853	1 01-0000-0-5200-472-0000-2700-014-000 N F			165.00	165.00
			TOTAL PAYMENT AMOUNT	165.00 *			165.00
020800/00		SWIFT, WINDIGO					
2319 PO-171935	03/30/2017	REIMB SUPPLIES	1 01-0000-0-4300-371-1110-1000-012-000 NN F			41.99	41.99
			TOTAL PAYMENT AMOUNT	41.99 *			41.99

81 CENTER UNIFIED SCHOOL DIST.
03-30-17

ACCOUNTS PAYABLE PRELIST
BATCH: 0051 3-30-17
FUND : 01 GENERAL FUND

J1368 APY500 H.02.05 03/30/17 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			
016886/00		TAGUE BAND INSTRUMENT SERVICE						
	2271 PO-171921 03/30/2017	791366			1 01-0000-0-5600-371-0000-2700-012-000 NN F		158.41	147.02
					TOTAL PAYMENT AMOUNT		147.02 *	147.02
010503/00		TEXTBOOK WAREHOUSE						
	2151 PO-171804 03/30/2017	S10459860			1 01-0037-0-4100-103-1110-1000-003-000 NN F		1,287.61	1,287.61
					TOTAL PAYMENT AMOUNT		1,287.61 *	1,287.61
014278/00		TOUCHBOARDS						
	2046 PO-171745 03/30/2017	0516409-IN			1 01-0000-0-4300-472-1110-1000-014-000 NN P		158.17	158.17
	2046 PO-171745 03/30/2017	0519430-IN			1 01-0000-0-4300-472-1110-1000-014-000 NN F		170.89	147.96
					TOTAL PAYMENT AMOUNT		306.13 *	306.13
010127/00		UNITED PARCEL SERVICE						
	2232 PO-171910 03/30/2017	YW013127			1 01-0000-0-5920-103-0000-2110-003-000 NN F		135.00	133.51
					TOTAL PAYMENT AMOUNT		133.51 *	133.51
010843/00		WILCO SUPPLY						
	39 PO-170038 03/30/2017	9058366-00			1 01-8150-0-4300-106-0000-8110-007-000 NN F		123.12	123.12
	2281 PO-171900 03/30/2017	9058366-00			1 01-8150-0-4300-106-0000-8110-007-000 NN P		308.74	308.74
					TOTAL PAYMENT AMOUNT		431.86 *	431.86
019497/00		WOODS, HEATHER						
	2361 PO-171976 03/30/2017	MILEAGE			1 01-6385-0-5200-472-1110-1000-014-000 NN F		17.12	17.12
					TOTAL PAYMENT AMOUNT		17.12 *	17.12
					TOTAL FUND PAYMENT		415,929.43 **	415,929.43

81 CENTER UNIFIED SCHOOL DIST.
03-30-17

ACCOUNTS PAYABLE PRELIST
BATCH: 0051 3-30-17
FUND : 11 ADULT EDUCATION FUND

J1368 APY500 H.02.05 03/30/17 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
022491/00	APEX LEARNING							
2293	PO-171925	03/30/2017	soinv00078		1 11-6391-0-5800-601-4130-1000-017-000 NN F		800.00	800.00
				TOTAL PAYMENT AMOUNT	800.00 *			800.00
020305/00	CDW GOVERNMENT INC.							
2149	PO-171795	03/30/2017	hhb7376		1 11-6391-0-4400-601-4130-1000-017-000 NN F		737.53	737.53
				TOTAL PAYMENT AMOUNT	737.53 *			737.53
022497/00	PETRASHISHIN, IRINA							
2296	PO-171926	03/30/2017	TRAVEL EXPENSE		1 11-6391-0-5200-601-4130-1000-017-000 NN F		182.89	182.89
				TOTAL PAYMENT AMOUNT	182.89 *			182.89
				TOTAL FUND	PAYMENT	1,720.42 **		1,720.42

81 CENTER UNIFIED SCHOOL DIST.
03-30-17

ACCOUNTS PAYABLE PRELIST
BATCH: 0051 3-30-17
FUND : 13 CAFETERIA FUND

J1368 APY500 H.02.05 03/30/17 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						
771 PO-170669	03/30/2017	AR0006768	1 13-5310-0-5800-108-0000-3700-007-000 NN P			925.00	925.00
TOTAL PAYMENT AMOUNT						925.00 *	925.00
011205/00	CULTURE SHOCK YOGURT						
95 PO-170107	03/30/2017	4745	1 13-5310-0-4700-108-0000-3700-007-000 NN P			149.80	149.80
95 PO-170107	03/30/2017	4837	1 13-5310-0-4700-108-0000-3700-007-000 NN P			149.80	149.80
TOTAL PAYMENT AMOUNT						299.60 *	299.60
011602/00	DANIELSEN CO., THE						
705 PO-170608	03/30/2017	128059	2 13-5310-0-4300-108-0000-3700-007-000 N P			8.00	8.00
705 PO-170608	03/29/2017	128059	1 13-5310-0-4700-108-0000-3700-007-000 N P			2,235.56	2,235.56
TOTAL PAYMENT AMOUNT						2,243.56 *	2,243.56
017342/00	EKON-O-PAC LLC						
125 PO-170115	03/30/2017	87035	1 13-5310-0-4300-108-0000-3700-007-000 NN P			520.00	520.00
TOTAL PAYMENT AMOUNT						520.00 *	520.00
021080/00	GOLD STAR FOODS INC						
708 PO-170610	03/30/2017	1989821	1 13-5310-0-4700-108-0000-3700-007-000 NN P			7,115.86	7,115.86
708 PO-170610	03/30/2017	1139105	1 13-5310-0-4700-108-0000-3700-007-000 NN M			0.00	204.48-
TOTAL PAYMENT AMOUNT						6,911.38 *	6,911.38
014098/00	JEW, JEANNENE						
408 PO-170362	03/30/2017	OCT-DEC	1 13-5310-0-5210-108-0000-3700-007-000 NN P			33.21	33.21
408 PO-170362	03/30/2017	JAN-FEB	1 13-5310-0-5210-108-0000-3700-007-000 NN P			73.35	73.35
408 PO-170362	03/30/2017	FEB-MAR	1 13-5310-0-5210-108-0000-3700-007-000 NN P			26.32	26.32
TOTAL PAYMENT AMOUNT						132.88 *	132.88
017267/00	LASER AGE						
2336 PO-171945	03/30/2017	014132	1 13-5310-0-5600-108-0000-3700-007-000 NN F			95.00	95.00
TOTAL PAYMENT AMOUNT						95.00 *	95.00

J1368 APY500 H.02.05 03/30/17 PAGE 13
 << Open >>

Number of warrants to be printed: 78, not counting voids due to stub overflows.

Center Joint Unified School District

AGENDA REQUEST FOR:	
Dept./Site: Superintendent's Office	Action Item _____
To: Board of Trustees	Information Item <u>X</u>
Date: April 19, 2017	# Attached Pages _____
From: Scott Loehr, Superintendent	
Principal/Administrator Initials: _____	

<p>SUBJECT: LCAP Template</p> <p>Attached is the LCAP Template that the district is currently working on.</p> <p>RECOMMENDATION: information only.</p>
--

LCAP Year ☒ 2017-18 ☐ 2018-19 ☐ 2019-20

Local Control Accountability Plan and Annual Update (LCAP) Template

Addendum: General instructions & regulatory requirements.

Appendix A: Priorities 5 and 6 Rate Calculations

Appendix B: Guiding Questions: Use as prompts (not limits)

LCFF Evaluation Rubrics [Note: this text will be hyperlinked to the LCFF Evaluation Rubric web page when it becomes available.]: Essential data to support completion of this LCAP. Please analyze the LEA's full data set; specific links to the rubrics are also provided within the template.

LEA Name	Center Joint Unified School District		
Contact Name and Title	Scott A. Loehr Superintendent	Email and Phone	sloehr@centerusd.org (916) 338-6409

2017-20 Plan Summary

THE STORY

Briefly describe the students and community and how the LEA serves them.

The Center Joint Unified School District serves a diverse population of students with the mission that 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.

The CJUSD student population is XX% English Learner, list languages. # low income, LCFF unduplicated count, ethnicities

CJUSD has 7 schools serving XXXX students in Pre-K through grade 12. 4 elem, 1 middle, 1 comprehensive hs, 1 continuation hs. District has 1 charter that is required to create their own LCAP.

LCAP HIGHLIGHTS

Identify and briefly summarize the key features of this year's LCAP.

Working closely with stakeholders throughout the district, 3 goals have been identified for focus within the next three years.

GOAL 1: Center JUSD students will be challenged and supported to achieve academic success in a clean, safe environment

##Actions/Services (pp. ##-##)

GOAL 2: Center JUSD students will be college and career ready

##Actions/Services (pp. ##-##)

GOAL 3: Center JUSD students and families will be engaged and informed regarding the educational process and opportunities

##Actions/Services (pp. ##-##)

Through analysis of our state and local data and input from staff and stakeholders we identified focus areas that need to be addressed to achieve our district 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. Based on this process, the actions and services in the LCAP fell into the following areas of influence:

- 1.
- 2.
- 3.

Key LCAP actions to support these areas are:

REVIEW OF PERFORMANCE

Based on a review of performance on the state indicators and local performance indicators included in the LCFF Evaluation Rubrics, progress toward LCAP goals, local self-assessment tools, stakeholder input, or other information, what progress is the LEA most proud of and how does the LEA plan to maintain or build upon that success? This may include identifying any specific examples of how past increases or improvements in services for low-income students, English learners, and foster youth have led to improved performance for these students.

GREATEST PROGRESS

Referring to the LCFF Evaluation Rubrics, identify any state indicator or local performance indicator for which overall performance was in the "Red" or "Orange" performance category or where the LEA received a "Not Met" or "Not Met for Two or More Years" rating. Additionally, identify any areas that the LEA has determined need significant improvement based on review of local performance indicators or other local indicators. What steps is the LEA planning to take to address these areas with the greatest need for improvement?

GREATEST NEEDS

Referring to the LCFF Evaluation Rubrics, identify any state indicator for which performance for any student group was two or more performance levels below the "all student" performance. What steps is the LEA planning to take to address these performance gaps?

PERFORMANCE GAPS

INCREASED OR IMPROVED SERVICES

If not previously addressed, identify the two to three most significant ways that the LEA will increase or improve services for low-income students, English learners, and foster youth.

BUDGET SUMMARY

Complete the table below. LEAs may include additional information or more detail, including graphics.

DESCRIPTION	AMOUNT
Total General Fund Budget Expenditures for LCAP Year	\$ <div></div>
Total Funds Budgeted for Planned Actions/Services to Meet the Goals in the LCAP for LCAP Year	\$ <div></div>

The LCAP is intended to be a comprehensive planning tool but may not describe all General Fund Budget Expenditures. Briefly describe any of the General Fund Budget Expenditures specified above for the LCAP year not included in the LCAP.

\$ <div></div>	Total Projected LCFF Revenues for LCAP Year
----------------	---

Annual Update

LCAP Year Reviewed: 2016-17

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed.

Goal 1	GOAL 1: Center JUSD students will be challenged and supported to achieve academic success in a clean, safe environment																
	State and/or Local Priorities Addressed by this goal:																
	STATE	<input checked="" type="checkbox"/>	1	<input checked="" type="checkbox"/>	2	<input type="checkbox"/>	3	<input checked="" type="checkbox"/>	4	<input checked="" type="checkbox"/>	5	<input type="checkbox"/>	6	<input type="checkbox"/>	7	<input checked="" type="checkbox"/>	8
	COE	<input type="checkbox"/>	9	<input type="checkbox"/>	10												
LOCAL																	

ANNUAL MEASURABLE OUTCOMES

EXPECTED

- Common Core State Standards and ELD standards and Next Generation Science Standards are being implemented in all CJUSD classrooms and measured by district and site personnel through classroom walk throughs and observations using observation tool.

- Increase the percentage of students who meet or exceed standards on the CAASPP in ELA by 5%

ELA:

3rd Grade: 22% (67/304) Standards Met, 11.2% (34/304) Standards Exceeded

4th Grade: 27.4% (82/299) Standards Met, 17.4% (52/299) Standards Exceeded

5th Grade: 30.6% (87/284) Standards Met, 12.7% (36/284) Standards Exceeded

6th Grade: 33.9% (92/271) Standards Met, 7.4% (20/271) Standards Exceeded

7th Grade: 31.1% (88/283) Standards Met, 10.6% (30/283) Standards Exceeded

8th Grade: 32.6% (89/273) Standards Met, 4.8% (13/273) Standards Exceeded

11th Grade: 32.8% (102/311) Standards Met, 19.3% (60/311) Standards Exceeded

- Increase the percentage of students who meet or exceed standards

ACTUAL

Common Core State Standards, ELD standards and Next Generation science Standards are being implemented in all CJUSD classrooms and measured by district and site personnel through classroom walk-throughs and observations using observation tool.

on the CAASPP in math by 5%

MATH:

3rd Grade: 23.4% (71/304) Standards Met, 5.3% (16/304) Standards Exceeded

4th Grade: 29.9% (89/298) Standards Met, 7.7% (23/298) Standards Exceeded

5th Grade: 15.5% (44/284) Standards Met, 4.2% (12/284) Standards Exceeded

6th Grade: 19.2% (52/271) Standards Met, 7.7% (21/271) Standards Exceeded

7th Grade: 27.3% (77/282) Standards Met, 14.5% (41/282) Standards Exceeded

8th Grade: 20.8% (57/274) Standards Met, 8% (22/274) Standards Exceeded

11th Grade: 25.6% (77/301) Standards Met, 11.3% (34/301) Standards Exceeded

- API calculation suspended, baseline established once reinstated
- Maintain 65% rate of EL students meeting English proficiency and annual growth, 2014-15 65% EL students met English Proficiency (AMAO 1)
- Maintain 15% reclassification of EL students, 2014-15 16.5% of EL students reclassified, exceeding state average
- Increase percentage of K-2 students achieving proficiency in ELA by 2%

FLUENCY

Kindergarten: 56% can correctly identify 10 high frequency words

1st Grade: 51% are reading at a fluent rate of 60 WPM or greater

Second Grade: 70% are reading at a fluent rate of 95 WPM or greater

WRITING at grade level

Kindergarten

Focus: 85%, Organization: 78%, Grammar & Usage: 62%,

Capitalization/punctuation/spelling: 59%

1st Grade:

Focus: 83%, Organization: 77%, Support: 77%, Grammar & Usage:

68%, Capitalization/punctuation/spelling: 68%,

2nd Grade:

Focus: 74%, Organization: 65%, Support: 60%, Grammar & Usage:

67%, Capitalization/punctuation/spelling: 63%,

- Increase percentage of K-2 students achieving proficiency in mathematics by 2%

MATH

Kindergarten: 43% have an understanding of basic facts within 5, 80% have a complete understanding of counting and cardinality

1st Grade: 36% have an understanding of basic facts within 10, 40% have a complete understanding of sums and differences to 10.

2nd Grade: 29% have an understanding of basic facts within 20, 63% have complete understanding of sums and differences to 20.

- Teacher mis-assignment will not exceed 4%
- Provide 100% of students access to standards aligned materials as certified by the CJUSD Board of Trustees
- 100% of schools will pass the Facilities Inspection within 30 days
- Increase students served through ERMHS, increase daily attendance of students served through ERMHS by 1%, increase GPA of students served through ERMHS by 1%

Students served, 2015-16: 62

Daily Attendance, 2015-16: 93%

Average GPA, 2015-16: 2.24

ACTIONS / SERVICES

Duplicate the Actions/Services from the prior year LCAP and complete a copy of the following table for each. Duplicate the table as needed.

Action

1

Actions/Services

PLANNED

K-12 teachers will use the California State Standards in ELA, ELD, Literacy, History, Social Studies, Science and Technical Subjects. K-12 Teachers will use the California State Standards in mathematics.

ACTUAL

K-12 teachers continue to use the California State Standards in ELA, ELD, Literacy, History, Social Studies, Science and Technical Subjects. K-12 Teachers will use the California State Standards in mathematics.

Expenditures

BUDGETED

Resource 0000 1000-1999: Certificated Personnel Salaries Base \$13,510,839

3000-3999: Employee Benefits Base \$2,134,442

1000-1999: Certificated Personnel Salaries Special Education \$2,612,404

3000-3999: Employee Benefits Special Education \$412,708

1000-1999: Certificated Personnel Salaries Title I \$371,996

3000-3999: Employee Benefits Title I \$58,768

ESTIMATED ACTUAL

Action

2

Actions/Services

PLANNED

Purchase K-12 English/Language Arts Common Core and ELD aligned curriculum

ACTUAL

K-8 ELA and ELD curriculum purchased. ELA and ELD curriculum for 9th-12th to be purchased 2016-17

Expenditures

BUDGETED

Resource 0000 4000-4999: Books And Supplies Base \$1,000,000

ESTIMATED ACTUAL

Action

3

Actions/Services

PLANNED

K-12 Teachers will access choices of Professional Development to support the implementation of newly purchased English/Language Arts and ELD curriculum

ACTUAL

Entered into an MOU with Sacramento County Office of Education that offered professional development in K-6 Wonders through a cadre and after hours professional development. The purpose of the cadre is to provide onsite curriculum support.

Grade 7-8 teachers received Study Sync publisher support to help implement the curriculum.

Expenditures

BUDGETED

Resource 4035 5000-5999: Services And Other Operating Expenditures Federal Funds \$10,000

1000-1999: Certificated Personnel Salaries Federal Funds \$34,760

3000-3999: Employee Benefits Federal Funds \$5,685

ESTIMATED ACTUAL

Action 4

Actions/Services	PLANNED Provide BTSA support to new teachers	ACTUAL Supported 19 new teachers through the Teacher Induction Program (formerly known as BTSA)
Expenditures	BUDGETED Resource 4035 1000-1999: Certificated Personnel Salaries Federal Funds \$33,760 3000-3999: Employee Benefits Federal Funds \$5,526 5800: Professional/Consulting Services And Operating Expenditures Federal Funds \$10,000	ESTIMATED ACTUAL

Action 5

Actions/Services	PLANNED District will work closely with site administrators to reduce or eliminate the need for combination classes.	ACTUAL Reduced combination classes to only one: K/1 at Oak Hill Elementary
Expenditures	BUDGETED Resource 0000 1000-1999: Certificated Personnel Salaries Base \$136,000 3000-3999: Employee Benefits Base \$21,486	ESTIMATED ACTUAL

Action 6

Actions/Services	PLANNED McClellan HS will provide support classes: Success, Study Skills and Math Lab Site Admin will regularly meet with struggling students to provide individualized support and guidance in achieving greater academic success	ACTUAL
Expenditures	BUDGETED Resource 0000 / Dept 740 1000-1999: Certificated Personnel Salaries Supplemental and Concentration \$24,605 3000-3999: Employee Benefits Supplemental and Concentration \$3,887	ESTIMATED ACTUAL

Action 7

Actions/Services	PLANNED Center HS will provide support classes: Math Lab, English lab, and Summer School program	ACTUAL CHS served 184 students in 8 sections of Math Lab and 487 students in 2 sections of English Lab
------------------	--	--

Expenditures

BUDGETED Resource 0000 1000-1999: Certificated Personnel Salaries Supplemental and Concentration \$52,000 3000-3999: Employee Benefits Supplemental and Concentration \$8,215	ESTIMATED ACTUAL

Action 8

Actions/Services	PLANNED Wilson Riles Middle School will provide support: Math Support Class, EL Support Class, PAWS period during the school day and Husky Help after school	ACTUAL Riles provided 2 sections of math support, 54 minutes each day
Expenditures	BUDGETED Resource 3010 1000-1999: Certificated Personnel Salaries Title I \$59,000 3000-3999: Employee Benefits Title I \$9,307	ESTIMATED ACTUAL

Action 9

Actions/Services	PLANNED Oak Hill Elementary will provide after school intervention for grades 1st-6th in English/Language Arts and 3rd-6th in math	ACTUAL Oak Hill provided after school intervention two times per week for 1 hour each session, serving 77 students in ELA and 52 students in math
Expenditures	BUDGETED Resource 0000 1000-1999: Certificated Personnel Salaries Supplemental and Concentration \$20,000 3000-3999: Employee Benefits Supplemental and Concentration \$3,160	ESTIMATED ACTUAL

Action 10

Actions/Services	PLANNED Spinelli Elementary will provide morning intervention for grades 1st-6th in English/Language Arts and Math. Title I push in and pull out support for grades K-6th in English/Language Arts and math.	ACTUAL Spinelli provided: ~Morning intervention 5 days a week for 60 minutes each day, serving 12 students ~Push-in support to 101 students, 4-5 times per week in increments from 30 minutes to 5.5 hours depending on individualized student need ~Pull-out support to 26 students. 4-5 times per week in increments of 30 minutes to 2.6 hours depending on individualized student need
Expenditures	BUDGETED Resource 3010 1000-1999: Certificated Personnel Salaries Title I \$40,266 3000-3999: Employee Benefits Title I \$6,848	ESTIMATED ACTUAL

Action 11

Actions/Services	PLANNED North Country will provide morning intervention for grades 1st-	ACTUAL North Country provided:
------------------	---	--

6th in English/Language Arts and Title I pull out for grades 1st-6th in English/Language Arts.

~Morning intervention 3 days per week (M,W, TH), one hour before school serving 65 students
 ~ Deployment Intervention occurred 4 days a week, 30 minutes each day, serving 528 students in grades 1-6
 ~average number of students served specifically by Title I staff is 198, daily numbers shift throughout the year depending on frequent assessment results

Expenditures

BUDGETED

Resource 3010 1000-1999: Certificated Personnel Salaries Title I \$83,284
 3000-3999: Employee Benefits Title I \$21,339

ESTIMATED ACTUAL

Action

12

Actions/Services

PLANNED

Dudley will provide Intervention, within the school day, in grades K-6. Intervention occurs two ways: during a 30 minute Intervention Rotation and during a 30 minute Workshop. Teachers are able to provide support to targeted groups as well as to individuals using this strategy. Qualifying for Intervention support is related to local common assessments. Title I staff push in to classrooms to provide support to students. This push-in support may occur during direct instruction, independent practice, workshop, and/or Intervention rotation. This support can be in ELA or Math.

ACTUAL

Dudley provided:
~intervention to 476 students 5 times per week, 30 minutes per day

Expenditures

BUDGETED

Resource 3010 1000-1999: Certificated Personnel Salaries Title I \$101,084
3000-3999: Employee Benefits Title I \$21,287

ESTIMATED ACTUAL

Action

13

Actions/Services

PLANNED
GATE opportunities:

- Wilson Riles Middle School GATE Academy
- Oak Hill Elementary: Differentiated learning within the GATE/high achiever class 4th-5th. GATE challenge activities before and after school
- Spinelli: Differentiated learning within the classroom. Weekly GATE challenge activities after school. Annual participation in Nature Bowl.
- North Country: Differentiated learning within the classroom. GATE challenge activities after school: video production and editing including story boards, script writing and public speaking
- Dudley: Differentiated learning within the classroom

ACTUAL

Riles served 62 students
Dudley served 12 students

Expenditures

BUDGETED

Resource 0000 1000-1999: Certificated Personnel Salaries Base \$38,000
3000-3999: Employee Benefits Base \$5,530

ESTIMATED ACTUAL

Action

14

Actions/Services	<p>PLANNED</p> <p>Teacher collaboration: vertical between elementary-middle, horizontal between elementary sites, grade level/dept</p>	<p>ACTUAL</p> <p>K-12 staff were given one buy-back day for professional development.</p> <p>K-6 teachers received additional Wonders ELA training. Middle school received training on Illuminate and professional development focused on student engagement. High School participated in content specific training within departments.</p> <p>Site collaboration was built into school site calendars.</p> <p>TK-grade 6 horizontal collaboration focused on district writing prompts</p>
Expenditures	<p>BUDGETED</p> <p>Resource 0000 5000-5999: Services And Other Operating Expenditures Base \$500</p>	<p>ESTIMATED ACTUAL</p>

Action 15

Actions/Services	PLANNED Provide academic support and intervention at all sites <ul style="list-style-type: none"> • Push-in and pull out programs at elementary sites and Wilson Riles MS • Morning or after school intervention at elementary sites • EL Support at Wilson Riles Middle and EL Tutorial Center High School • Husky Help, PAWS period at Wilson Riles MS • Bilingual assistants • Math lab, English lab, Summer School Program at Center High 	ACTUAL 7 bilingual assistants throughout the district All other data on site interventions recorded in site specific action item (NEED TO ADJUST THIS ACTION/SERVICE since all is repeated except bilingual data)
Expenditures	BUDGETED Resource 0000 / Dept 740 1000-1999: Certificated Personnel Salaries Supplemental and Concentration \$498,643 3000-3999: Employee Benefits Supplemental and Concentration \$78,776 2000-2999: Classified Personnel Salaries Supplemental and Concentration \$150,601 3000-3999: Employee Benefits Supplemental and Concentration \$35,100	ESTIMATED ACTUAL

Action 16

Actions/Services	PLANNED Add .5 FTE EL Teacher at Dudley Elementary and .5 FTE EL Teacher at Oak Hill	ACTUAL Added .5 FTE EL Teacher at Dudley Elementary and .5 FTE EL Teacher at Oak Hill
Expenditures	BUDGETED Resource 0000 / Dept 740 1000-1999: Certificated Personnel Salaries Supplemental and Concentration \$81,314 3000-3999: Employee Benefits Supplemental and Concentration \$14,408	ESTIMATED ACTUAL

Action 17

Actions/Services	PLANNED Support transition of EL students from middle to high school with summer school for incoming 9th grade EL students. Implement a reclassification roadmap to target and support potential	ACTUAL 6 EL students served in transition to high school summer school program Roadmap to Reclassification has been implemented with 92 EL students.
------------------	---	---

R-FEPs and LTELs with individualized plans toward reclassification that includes goal setting, collaboration between EL teacher, classroom teachers and parents. EL students targeted for the reclassification roadmap planning, have an overall CELDT score of EA or A with all subsets EA or A or an overall CELDT score of EA or A with one or more intermediate subsets.

Support transition of EL students from elementary to middle school with summer school for incoming 7th graders.

Transition to middle school summer school program was not offered because district was unable to find a teacher to teach it. However, the program is set to run in June 2017

Expenditures

BUDGETED

Resource 0000 / Dept 740 1000-1999: Certificated Personnel Salaries Supplemental and Concentration \$10,000
3000-3999: Employee Benefits Supplemental and Concentration \$1,580

ESTIMATED ACTUAL

Action 18

Actions/Services	<p>PLANNED Support long-term EL students with Long Term EL Support class at Center High School and Wilson Riles Middle School.</p> <p>ELteacher at CHS to be given extra prep in schedule to track/monitor/support EL students, long term EL students and monitor Redesignated Fluent English Proficient students.</p>	<p>ACTUAL CHS provided 2 sections of Long Term EL Support classes, serving 40 students. One section was exclusively for 9th graders and one section for grades 10-12</p> <p>CHS EL Teacher utilizes extra prep period to track/monitor/support EL students, long term EL students and monitor Redesignated Fluent English Proficient students</p> <p>WCR provided 1 section of Long Term EL Support class, serving 11 students</p>
Expenditures	<p>BUDGETED Resource 0000 / Dept 740 1000-1999: Certificated Personnel Salaries Supplemental and Concentration \$42,497 3000-3999: Employee Benefits Supplemental and Concentration \$6,714</p>	<p>ESTIMATED ACTUAL</p>

Action 19

Actions/Services	<p>PLANNED Americorp will provide academic support, mentoring, tutoring and counseling, coordinated by Family Resource Center</p>	<p>ACTUAL The Family Resource Center coordinated 33 students to receive one-on-one mentoring through Americorps.</p>
Expenditures	<p>BUDGETED Resource 0000 5800: Professional/Consulting Services And Operating Expenditures Base \$27,500</p>	<p>ESTIMATED ACTUAL</p>

Action 20

Actions/Services	<p>PLANNED Family Resource Center will provide clothing and school supplies, consultation services, mental health counseling services and coordinate appropriate services through Americorp, United Way and the \$en\$ibility Program</p>	<p>ACTUAL Family Resource Center provided services to 581 students</p>
Expenditures	<p>BUDGETED Resource 5630 4000-4999: Books And Supplies Federal Funds \$1,717 5000-5999: Services And Other Operating Expenditures Federal Funds \$1,854 Resource 0000 / Dept 740 1000-1999: Certificated Personnel Salaries Supplemental and Concentration \$22,527 3000-3999: Employee Benefits Supplemental and Concentration \$3,558</p>	<p>ESTIMATED ACTUAL</p>

Action **21**

Actions/Services	PLANNED Provide academic support for Special Education Students: study skills classes, instructional assistants	ACTUAL
Expenditures	BUDGETED Resource 6500 2000-2999: Classified Personnel Salaries Special Education \$41,386 3000-3999: Employee Benefits Special Education \$10,767	ESTIMATED ACTUAL

ANALYSIS

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed.

Use actual annual measurable outcome data, including performance data from the LCFF Evaluation Rubrics, as applicable.

Describe the overall implementation of the actions/services to achieve the articulated goal.	
Describe the overall effectiveness of the actions/services to achieve the articulated goal as measured by the LEA.	
Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures.	Refer to LISA CORONADO
Describe any changes made to this goal, expected outcomes, metrics, or actions and services to achieve this goal as a result of this analysis and analysis of the LCFF Evaluation Rubrics, as applicable. Identify where those changes can be found in the LCAP.	MTSS, actions to support

Annual Update

LCAP Year Reviewed: 2016-17

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed.

Goal 2

Center JUSD students will be college and career ready

State and/or Local Priorities Addressed by this goal:

STATE	<input type="checkbox"/>	1	<input type="checkbox"/>	2	<input type="checkbox"/>	3	<input checked="" type="checkbox"/>	4	<input checked="" type="checkbox"/>	5	<input type="checkbox"/>	6	<input checked="" type="checkbox"/>	7	<input type="checkbox"/>	8
COE	<input type="checkbox"/>	9	<input type="checkbox"/>	10												
LOCAL																

ANNUAL MEASURABLE OUTCOMES

EXPECTED

~Increase CTE offerings by adding 1 new CTE course or 1 additional section of existing CTE program

2015-16: 13 CTE courses, 18 sections

~Increase a-g completion rate to 26% by adjusting to 8 period block schedule at CHS

2015-16: 85.66% students enrolled in a-g coursework (based upon English course), 22% completed a-g

~Increase AP offerings at CHS by adding 1 section

2015-16: 15 AP sections offered

~66% of students enrolled in AP courses will pass AP exams with a 3 or better

2014-15: 136 students taking AP tests, 324 AP tests taken, 63.3% AP passage rate

~2% increase of ELA students and math students determined prepared for college as measured by the EAP

2014-15: 52% of ELA students and 77% of math students determined prepared for college as measured by EAP

ACTUAL

2016-17: CHS increased to 14 CTE courses, 43 sections

2016-17: As of 3/20/17, 24% (72 of 300) of current seniors will be a-g qualifiers if they pass all their classes this semester with a C or higher grade

2016-17: CHS maintained 1 AP offerings

AP enrollment and passage

EAP ELA/math

ACTIONS / SERVICES

Duplicate the Actions/Services from the prior year LCAP and complete a copy of the following table for each. Duplicate the table as needed.

Action

1

Actions/Services

PLANNED

Increase CTE offerings by adding 1 CTE course or 1 additional section

ACTUAL

2016-17: 14 CTE courses, 43 sections

The CTE sections offered for 2016-17 are as follows:
 Computer Applications = 12 semester length sections
 Consumer Finance = 8 semester length sections
 Sports Management = 1 year long section
 Web Design = 1 semester length section
 Photoshop/Illustrator = 1 semester length section
 911 Dispatcher/Call Center/ Customer Service = 3 year long sections
 Pharmacy Technician = 1 year long section
 Computer Graphics = 7 year long sections
 Advanced Computer Graphics = 1 year long section
 Beginning Broadcasting = 3 year long sections
 Advanced Broadcasting = 1 year long section
 Introduction to Engineering = 2 year long sections
 Principles of Engineering = 1 year long section
 Geometry in Construction/Construction in Geometry = 1 year long section

Expenditures

BUDGETED

Resource 0000 1000-1999: Certificated Personnel Salaries Base \$41,877
 3000-3999: Employee Benefits Base \$10,369

ESTIMATED ACTUAL

Action

2

Actions/Services

PLANNED

Increase participation and completion of a-g by changing high school schedule to 8 period block

ACTUAL

Expenditures

BUDGETED

No cost until 8 period block schedule reaches 3rd year of implementation, fiscal year 2017-18

ESTIMATED ACTUAL

Action

3

Actions/Services

PLANNED

Increase AP offerings at CHS 1 section

ACTUAL

Expenditures

BUDGETED

Resource 0000 1000-1999: Certificated Personnel Salaries Base \$17,000

3000-3999: Employee Benefits Base \$3,686

ESTIMATED ACTUAL

Action

4

Actions/Services

PLANNED

Remove barriers and implement new programs relative to college & career opportunities that feed into and support programs at CHS

ACTUAL

Expenditures

BUDGETED

Resource 0000 1000-1999: Certificated Personnel Salaries Base \$17,000
3000-3999: Employee Benefits Base \$3,686

ESTIMATED ACTUAL

Action

5

Actions/Services

PLANNED

Center HS Intervention Teachers, EL teachers, Counseling Dept and Administration to provide purposeful and targeted outreach to increase participation in course completion of CTE offerings at Center HS

ACTUAL

Expenditures

BUDGETED

Resource 0000/Dept 740 1000-1999: Certificated Personnel Salaries Supplemental and Concentration \$2,500
3000-3999: Employee Benefits Supplemental and Concentration \$395

ESTIMATED ACTUAL

Action

6

Actions/Services

PLANNED

Counselor will provide individualized support to ensure students are meeting graduation requirements and are successfully transitioning into post secondary college and career through college/career exploration, college enrollment assistance, financial aid application assistance and scholarship assistance.

Staff will schedule presentations from businesses, colleges and the military to expose students to post secondary options

ACTUAL

Expenditures

BUDGETED

Resource 3010 1000-1999: Certificated Personnel Salaries Title I \$2,565
3000-3999: Employee Benefits Title I \$406

ESTIMATED ACTUAL

Action

7

Actions/Services	PLANNED Provide transitional support to prepare for college & career provided through WorkAbility and Department of Rehabilitation	ACTUAL Number of Special Education students served through WorkAbility: 193, Number of Special Education students served through Dept of Rehabilitation: 36
Expenditures	BUDGETED DOR Resource 3410 2000-2999: Classified Personnel Salaries Federal Funds \$15,500 3000-3999: Employee Benefits Federal Funds \$4,338 Workability Resource 6520 2000-2999: Classified Personnel Salaries Special Education \$26,117 3000-3999: Employee Benefits Special Education \$7,540	ESTIMATED ACTUAL

ANALYSIS

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed.

Use actual annual measurable outcome data, including performance data from the LCFF Evaluation Rubrics, as applicable.

Describe the overall implementation of the actions/services to achieve the articulated goal.

With the change from a 6 period day to an 8 period day CHS was able to increase the number of CTE sections from 18 to 43.

The biggest obstacle for students to be an a-g qualifier has been the requirement for 3 years of math. Beginning with the freshman class this year, CHS changed the graduation requirement to 3 years of math to meet the a-g criteria. We will begin experiencing the higher a-g qualifying rate when these freshman students become juniors in 2 years.

Describe the overall effectiveness of the actions/services to achieve the articulated goal as measured by the LEA.

Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures.

Refer to LISA CORONADO

Describe any changes made to this goal, expected outcomes, metrics, or actions and services to achieve this goal as a result of this analysis and analysis of the LCFF Evaluation Rubrics, as applicable. Identify where those changes can be found in the LCAP.

MTSS

Annual Update

LCAP Year Reviewed: 2016-17

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed.

Goal 3

GOAL 3: Center JUSD students and families will be engaged and informed regarding the educational process and opportunities

State and/or Local Priorities Addressed by this goal:

STATE	<input type="checkbox"/>	1	<input type="checkbox"/>	2	<input checked="" type="checkbox"/>	3	<input type="checkbox"/>	4	<input checked="" type="checkbox"/>	5	<input checked="" type="checkbox"/>	6	<input type="checkbox"/>	7	<input type="checkbox"/>	8
COE	<input type="checkbox"/>	9	<input type="checkbox"/>	10												
LOCAL																

ANNUAL MEASURABLE OUTCOMES

EXPECTED

- Maintain average daily attendance at 95%
2015 P2 districtwide attendance: 94.92%
- Increase district-wide participation in clubs, activities and athletics to 35%
2015 districtwide: 34% (1584/4461) of students participated in clubs, activities, athletics
- Increase Center HS graduation rate to 96%
2013-14: 94.3% Center HS graduation rate
- Decrease CJUSD chronic absenteeism rates by 2%
Prior rate: 12% (8/6/14-4/30/15)
- Maintain 1% or fewer middle school drop-out rates
- Decrease CJUSD High School drop out to 3%
2015 CJUSD High School drop out rate: 3.9%
- Maintain 8% CJUSD suspension rate
- Decrease CJUSD expulsions by 1 per year.
2015-16: 8 district expulsions

ACTUAL

Attendance:

Participation:

Center High graduation rate 2014-15: 92.1% (Dataquest)

Chronic absenteeism:

Riles Middle School drop out rate 2014-15:

Center High drop out rate 2014-15: 7.2% (Dataquest)

CJUSD 2016 suspension rate:

CJUSD 2016-17 expulsions:

- Increase student connectedness by decreasing by 2% those who reported low level of connectedness.

7th grade connectedness: 47% high level, 41% moderate, 12% low

8th grade connectedness: 40% high level, 51% moderate, 9% low

11th grade connectedness: 41% high level, 46% moderate, 13% low

MHS connectedness: 53% high level, 38% moderate, 9% low

- Increase secondary students who feel "safe" or "very safe" at school by 4% (measured by California Healthy Kids Survey (CHKS) and other local measures including surveys of pupils, parents and teachers on the sense of safety and school connectedness)

2016 CHKS Administration: 15.9% secondary students feel "very safe" at school and 45.46% feel "safe" at school

- Increase 5th grade students who feel safe at school "all of the time" or "most of the time" by 4% (measured by California Healthy Kids Survey and other local measures including surveys of pupils, parents and teachers on the sense of safety and school connectedness)

2016 CHKS Administration: 33% of 5th graders feel safe at school "all of the time", 35% of 5th graders feel safe at school "most of the time"

- Increase staff who feel school site is "very safe" or "safe" by 2%.
2016 CHKS Administration indicates 96% of staff feel their school site is "very safe" or "safe".
- All parents will be surveyed during the 2016-17 school year to get a baseline on perceived safety of our school sites and student connectedness
- All parents will be solicited to provide input into decision making locally and at the LEA level, with every site represented by at least one parent at DELAC and PAC meetings. Sites and district will conduct outreach to invite parents of unduplicated pupils and special needs subgroups to participate in local and LEA decision making.
- Increase parental participation in academic achievement by increasing family Homelink accounts by 5%
May 2016: 53% of families with active Homelink accounts

Duplicate the Actions/Services from the prior year LCAP and complete a copy of the following table for each. Duplicate the table as needed.

Action

1

Actions/Services

PLANNED

Review effectiveness of committee (staff, parents, students) recommendations and plan next steps to increase daily attendance. Review SARB process to engage more stakeholders

ACTUAL

Expenditures

BUDGETED

Resource 0000/Department 740 4000-4999: Books And Supplies Supplemental and Concentration \$500

ESTIMATED ACTUAL

Action

2

Actions/Services

PLANNED

Implement recommended strategies that lessen or eliminate the barrier of after school transportation that is hindering participating in after school activities.

Continue to brainstorm ways to increase student and staff involvement in extracurricular opportunities

ACTUAL

Expenditures

BUDGETED

Resource 0000/Department 740 4000-4999: Books And Supplies Supplemental and Concentration \$500

ESTIMATED ACTUAL

Action

3

Actions/Services

PLANNED

Establish parent education outreach relating to school topics by eliminating barriers and implementing committee (staff, parents, students) recommendations

ACTUAL

Expenditures

BUDGETED

Resource 0000/Department 740 4000-4999: Books And Supplies Supplemental and Concentration \$500

ESTIMATED ACTUAL

Action

4

Actions/Services

PLANNED

ACTUAL

Expenditures	Continue to utilize new ways to communicate opportunities that will increase participation in school activities and in supporting roles	
	BUDGETED Resource 0000/Department 740 4000-4999: Books And Supplies Supplemental and Concentration \$500	ESTIMATED ACTUAL
Action 5		
Actions/Services	PLANNED Continue to reach out to EL families with TK children for enrollment in TK program. Continue to conduct annual needs assessment at DELAC. Compile and distribute meeting dates and topics for ELAC and DELAC meetings at beginning of each school year	ACTUAL
Expenditures	BUDGETED Resource 0000/Department 740 4000-4999: Books And Supplies Supplemental and Concentration \$500	ESTIMATED ACTUAL
Action 6		
Actions/Services	PLANNED Increase family Homelink accounts and continue to investigate and implement alternatives to engage more parents	ACTUAL The number of active Homelink (now called Parent Portal) accounts has XXXXXX
Expenditures	BUDGETED Resource 0000/Department 740 4000-4999: Books And Supplies Supplemental and Concentration \$500	ESTIMATED ACTUAL

ANALYSIS

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed.

Use actual annual measurable outcome data, including performance data from the LCFF Evaluation Rubrics, as applicable.

Describe the overall implementation of the actions/services to achieve the articulated goal.

--

Describe the overall effectiveness of the actions/services to achieve the articulated goal as measured by the LEA.

Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures.

Describe any changes made to this goal, expected outcomes, metrics, or actions and services to achieve this goal as a result of this analysis and analysis of the LCFF Evaluation Rubrics, as applicable. Identify where those changes can be found in the LCAP.

Stakeholder Engagement

LCAP Year

☒ 2017-18 ☐ 2018-19 ☐ 2019-20

INVOLVEMENT PROCESS FOR LCAP AND ANNUAL UPDATE

How, when, and with whom did the LEA consult as part of the planning process for this LCAP/Annual Review and Analysis?

District Meetings: Superintendent presents draft LCAP and budget for review and comment to Leadership team and Parent Superintendent Council
 Leadership Meeting (INSERT DATES)
 Parent Superintendent Council 11/30/16, 3/22/17

District Advisory Groups: Superintendent presents draft LCAP and budget for review and comment to DELAC 3/8/17, 5/10/17

Site Meetings: Site leadership presents draft LCAP and budget for review & comment:

CHS: Booster Club 4/18/17, May 2017 Staff

MHS: 5/3/17 SSC, 5/7/17 Staff

WCR: 4/19/17 SSC & PTA, 5/1/17 Staff

Dudley:

North Country: 4/20/17 SSC, 4/18/17 Staff

Oak Hill: 4/20/17 SSC & PTA, 5/3/17 Staff

Spinelli: 1/19/17 SSC & ELAC, 4/24/17 Staff

Union Meetings: Superintendent presents draft LCAP and budget for review and comment to CUTA and CSEA
 CUTA (Rep Council), INSERT DATES
 CSEA INSERT DATES

Survey: October 2016-January 2017 All stakeholders invited to comment

Draft LCAP Posted online: INSERT DATE All stakeholders invited to comment

Submitted for public hearing: INSERT DATE District holds public hearing to solicit public comments on the LCAP and budget. Community questions and comments responded to and posted on CJUSD website .

Submitted for CJUSD Board approval: INSERT DATE CJUSD Board adopts the LCAP and the budget.

District Meetings: Superintendent presents draft LCAP and budget for review and comment to Leadership team and Parent Superintendent Council
 Leadership Meeting (INSERT DATES)
 Final LCAP draft to Parent Advisory Council

District Advisory Groups: Superintendent presents draft LCAP and budget for review and comment to DELAC 4/7/2016
 Site Meetings: Site leadership presents draft LCAP and budget for review & comment May 2016

Union Meetings: Superintendent presents draft LCAP and budget for review and comment to CUTA and CSEA
 CUTA (Rep Council),
 CSEA

Survey: October 2016-January 2017 All stakeholders invited to comment

Draft LCAP Posted online: All stakeholders invited to comment

Submitted for public hearing: District holds public hearing to solicit public comments on the LCAP and budget. Community questions and comments responded to and posted on CJUSD website .

Submitted for CJUSD Board approval: CJUSD Board adopts the LCAP and the budget.

IMPACT ON LCAP AND ANNUAL UPDATE

How did these consultations impact the LCAP for the upcoming year?

Goals, Actions, & Services

Strategic Planning Details and Accountability

Complete a copy of the following table for each of the LEA's goals. Duplicate the table as needed.

☐ New
 ☒ Modified
 ☐ Unchanged

Goal 1

GOAL 1: Center JUSD students will be challenged and supported to achieve academic success in a clean, safe environment through Multi Tiered Systems of Support (MTSS)

State and/or Local Priorities Addressed by this goal:

STATE	<input checked="" type="checkbox"/>	1	<input checked="" type="checkbox"/>	2	<input type="checkbox"/>	3	<input checked="" type="checkbox"/>	4	<input checked="" type="checkbox"/>	5	<input type="checkbox"/>	6	<input type="checkbox"/>	7	<input checked="" type="checkbox"/>	8
COE	<input type="checkbox"/>	9	<input type="checkbox"/>	10												
LOCAL																

Identified Need

The percentage of students who meet or exceed standards on CAASPP is lower than expected

EXPECTED ANNUAL MEASURABLE OUTCOMES

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
		<ul style="list-style-type: none"> Common Core State Standards and ELD standards and Next Generation Science Standards are being implemented in all CJUSD classrooms and measured by district and site personnel through classroom walk throughs and observations using observation tool. Increase the percentage of students who meet or exceed standards on the CAASPP in ELA and math by 5% API calculation suspended, baseline established once reinstated Maintain 65% rate of EL students meeting English proficiency and annual 	<ul style="list-style-type: none"> Common Core State Standards and ELD standards and Next Generation Science Standards are being implemented in all CJUSD classrooms and measured by district and site personnel through classroom walk throughs and observations using observation tool. Increase the percentage of students who meet or exceed standards on the CAASPP in ELA and math by 5% API calculation suspended, baseline established once rein stated Maintain 65% rate of EL students meeting English proficiency and annual 	

		<p>growth</p> <ul style="list-style-type: none"> • Increase reclassification of EL students by 2% • Increase percentage of K-2 students achieving proficiency in ELA by 2% • Increase percentage of K-2 students achieving proficiency in mathematics by 2% • Teacher mis-assignment will not exceed 3% • Provide 100% of students access to standards aligned materials as certified by the CJUSD Board of Trustees • 100% of schools will pass the Facilities Inspection within 30 days • Increase students served through ERMHS, increase daily attendance of students served through ERMHS by 1%, increase GPA of students served through ERMHS by 1% 	<p>growth</p> <ul style="list-style-type: none"> • Increase reclassification of EL students by 2% • Increase percentage of K-2 students achieving proficiency in ELA by 2% • Increase percentage of K-2 students achieving proficiency in mathematics by 2% • Teacher mis-assignment will not exceed 2% • Provide 100% of students access to standards aligned materials as certified by the CJUSD Board of Trustees • 100% of schools will pass the Facilities Inspection within 30 days • Increase students served through ERMHS, increase daily attendance of students served through ERMHS by 1%, increase GPA of students served through ERMHS by 1% 	
--	--	--	--	--

PLANNED ACTIONS / SERVICES

Complete a copy of the following table for each of the LEA's Actions/Services. Duplicate the table, including Budgeted Expenditures, as needed.

Action **1**

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:			
<u>Students to be Served</u>	<input checked="" type="checkbox"/> All	<input type="checkbox"/> Students with Disabilities	<input type="checkbox"/>
<u>Location(s)</u>	<input type="checkbox"/> All Schools	<input type="checkbox"/> Specific Schools:	<input type="checkbox"/> Specific Grade spans:
OR			
For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:			
<u>Students to be Served</u>	<input type="checkbox"/> English Learners	<input type="checkbox"/> Foster Youth	<input type="checkbox"/> Low Income

Scope of Services
☐ LEA-wide ☐ Schoolwide OR ☐ Limited to Unduplicated Student Group(s)
Location(s)
☐ All Schools ☐ Specific Schools: ☐ Specific Grade spans:
ACTIONS/SERVICES**2017-18**

New	X Modified	Unchanged
K-12 teachers will use the California State Standards in ELA, ELD, Literacy, History, Social Studies, Science and Technical Subjects. K-12 Teachers will use the California State Standards in mathematics. Teachers will use the new California Social Science Framework to align current California History/Social Science Standards and current curriculum.		

2018-19

New	X Modified	Unchanged
K-12 teachers will use the California State Standards in ELA, ELD, Literacy, History, Social Studies, Science and Technical Subjects. K-12 Teachers will use the California State Standards in mathematics. Teachers will use the newly adopted History/Social Science curriculum. Teachers will use the Next Generation Science Standards (NGSS) to align current Science curriculum.		

2019-20

New	X Modified	Unchanged
K-12 teachers will use the California State Standards in ELA, ELD, Literacy, History, Social Studies, Science and Technical Subjects. K-12 Teachers will use the California State Standards in mathematics. Teachers will use the adopted History/Social Science curriculum. Teachers will use the newly adopted NGSS curriculum.		

BUDGETED EXPENDITURES**2017-18**

Amount	\$13,510,839
Source	Base
Budget Reference	1000-1999: Certificated Personnel Salaries Resource 0000
Amount	\$2,384,393
Source	Base
Budget Reference	3000-3999: Employee Benefits
Amount	\$2,612,404
Source	Special Education
Budget Reference	1000-1999: Certificated Personnel Salaries

2018-19

Amount	\$13,510,840
Source	Base
Budget Reference	1000-1999: Certificated Personnel Salaries Resource 0000
Amount	\$2,634,614
Source	Base
Budget Reference	3000-3999: Employee Benefits
Amount	
Source	
Budget Reference	

2019-20

Amount	
Source	
Budget Reference	
Amount	
Source	
Budget Reference	
Amount	
Source	
Budget Reference	

Amount	\$461,037	Amount		Amount	
Source	Special Education	Source		Source	
Budget Reference	3000-3999: Employee Benefits	Budget Reference		Budget Reference	
Amount	\$371,996	Amount		Amount	
Budget Reference	1000-1999: Certificated Personnel Salaries	Budget Reference		Budget Reference	
Budget Reference	3000-3999: Employee Benefits	Budget Reference		Budget Reference	

Action 2

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

<u>Students to be Served</u>	<input checked="" type="checkbox"/> All	<input type="checkbox"/> Students with Disabilities	<input type="checkbox"/>
<u>Location(s)</u>	<input type="checkbox"/> All Schools	<input type="checkbox"/> Specific Schools:	<input type="checkbox"/> Specific Grade spans:

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

<u>Students to be Served</u>	<input type="checkbox"/> English Learners	<input type="checkbox"/> Foster Youth	<input type="checkbox"/> Low Income
<u>Scope of Services</u>	<input type="checkbox"/> LEA-wide	<input type="checkbox"/> Schoolwide	OR <input type="checkbox"/> Limited to Unduplicated Student Group(s)
<u>Location(s)</u>	<input type="checkbox"/> All Schools	<input type="checkbox"/> Specific Schools:	<input type="checkbox"/> Specific Grade spans:

ACTIONS/SERVICES

2017-18

New	X Modified	Unchanged
-----	------------	-----------

Fully implement CJUSD Board adopted

2018-19

New	X Modified	Unchanged
-----	------------	-----------

Implement K-12 adoption materials for History/Social

2019-20

New	Modified	Unchanged
-----	----------	-----------

Implement K-12 adoption materials for NGSS.

English/Language Arts and ELD curriculum with fidelity in all K-12 classrooms. Review K-12 adoption materials for History/Social Science.

Science Standards. Review K-12 adoption materials for NGSS.

BUDGETED EXPENDITURES

2017-18

Amount **\$21,096,994**

Budget Reference **1000-1999: Certificated Personnel Salaries Resource All**

Amount **\$3,723,198**

Budget Reference **3000-3999: Employee Benefits**

2018-19

Amount **\$25,000**

Budget Reference **1000-1999: Certificated Personnel Salaries Resource 0000**

Amount **\$4,875**

Budget Reference **3000-3999: Employee Benefits**

2019-20

Amount

Budget Reference

Amount

Budget Reference

Action 3

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served

☒ All ☐ Students with Disabilities ☐

Location(s)

☐ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served

☐ English Learners ☐ Foster Youth ☐ Low Income

Scope of Services

☐ LEA-wide ☐ Schoolwide OR ☐ Limited to Unduplicated Student Group(s)

Location(s)

☐ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

ACTIONS/SERVICES

2017-18

New X Modified Unchanged

2018-19

New X Modified Unchanged

2019-20

X New Modified Unchanged

K-12 Teachers will access Professional Development to support the implementation of California Common Core State Standards.

K-12 Teachers will
~continue Professional Development to support the implementation of California Common Core State Standards

~access Professional Development to support the implementation of NGSS

~access Professional Development to support the newly adopted History/Social Science curriculum

K-12 Teachers will
~continue Professional Development to support the implementation of California Common Core State Standards

~access Professional Development to support the adopted History/Social Science curriculum

~access Professional Development to support the implementation of NGSS newly adopted curriculum

BUDGETED EXPENDITURES

2017-18

Amount	\$36,000
Source	Federal Funds
Budget Reference	1000-1999: Certificated Personnel Salaries Resource 4035
Amount	\$6,353
Source	Federal Funds
Budget Reference	3000-3999: Employee Benefits
Amount	\$15,000
Source	Federal Funds
Budget Reference	5000-5999: Services And Other Operating Expenditures

2018-19

Amount	\$38,000
Source	Federal Funds
Budget Reference	1000-1999: Certificated Personnel Salaries Resource 4035
Amount	\$7,410
Source	Federal Funds
Budget Reference	3000-3999: Employee Benefits
Amount	\$15,000
Source	Federal Funds
Budget Reference	5000-5999: Services And Other Operating Expenditures

2019-20

Amount	
Source	
Budget Reference	
Amount	
Source	
Budget Reference	
Amount	
Source	
Budget Reference	

Action **4**

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served



All



Students with Disabilities



<u>Location(s)</u>	<input type="checkbox"/> All Schools	<input type="checkbox"/> Specific Schools:	<input type="checkbox"/> Specific Grade spans:
OR			
For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:			
<u>Students to be Served</u>	<input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Low Income		
	<u>Scope of Services</u> <input type="checkbox"/> LEA-wide <input type="checkbox"/> Schoolwide OR <input type="checkbox"/> Limited to Unduplicated Student Group(s)		
<u>Location(s)</u>	<input type="checkbox"/> All Schools	<input type="checkbox"/> Specific Schools:	<input type="checkbox"/> Specific Grade spans:

ACTIONS/SERVICES

2017-18			2018-19			2019-20		
New	X Modified	Unchanged	New	X Modified	Unchanged	New	X Modified	Unchanged
Provide Teacher Induction support to new teachers			Provide Teacher Induction support to new teachers			Provide Teacher Induction support to new teachers		

BUDGETED EXPENDITURES

2017-18		2018-19		2019-20	
Amount	\$33,760	Amount	\$35,000	Amount	
Source	Federal Funds	Source	Title II	Source	
Budget Reference	1000-1999: Certificated Personnel Salaries Resource 4035	Budget Reference	1000-1999: Certificated Personnel Salaries Resource 4035	Budget Reference	
Amount	\$5,526	Amount	\$4,810	Amount	
Source	Federal Funds	Source	Title II	Source	
Budget Reference	3000-3999: Employee Benefits	Budget Reference	3000-3999: Employee Benefits	Budget Reference	
Amount	\$10,000	Amount	\$5,190	Amount	
Source	Federal Funds	Source	Title II	Source	
Budget Reference	5800: Professional/Consulting Services	Budget Reference	5800: Professional/Consulting Services	Budget Reference	

And Operating Expenditures

And Operating Expenditures

Action **5**

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served☒ All ☐ Students with Disabilities ☐Location(s)☐ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served☐ English Learners ☐ Foster Youth ☐ Low IncomeScope of Services☐ LEA-wide ☐ Schoolwide OR ☐ Limited to Unduplicated Student Group(s)Location(s)☐ All Schools ☐ Specific Schools: ☐ Specific Grade spans:**ACTIONS/SERVICES****2017-18**

New

Modified

X Unchanged

District will work closely with site administrators to reduce or eliminate the need for combination classes.

2018-19

New

Modified

X Unchanged

District will work closely with site administrators to reduce or eliminate the need for combination classes.

2019-20

X New

Modified

Unchanged

District will work closely with site administrators to reduce or eliminate the need for combination classes.

BUDGETED EXPENDITURES**2017-18**

Amount

\$140,000

Source

Base

Budget
Reference1000-1999: Certificated Personnel
Salaries
Resource 0000

Amount

\$22,118

2018-19

Amount

\$144,000

Source

Base

Budget
Reference1000-1999: Certificated Personnel
Salaries
Resource 0000

Amount

\$28,080

2019-20

Amount

Source

Budget
Reference

Amount

Source	Base	Source	Base	Source	
Budget Reference	3000-3999: Employee Benefits	Budget Reference	3000-3999: Employee Benefits	Budget Reference	

Action 6

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

<u>Students to be Served</u>	<input checked="" type="checkbox"/> All	<input type="checkbox"/> Students with Disabilities	<input type="checkbox"/>
<u>Location(s)</u>	<input type="checkbox"/> All Schools	<input type="checkbox"/> Specific Schools:	<input type="checkbox"/> Specific Grade spans:

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

<u>Students to be Served</u>	<input type="checkbox"/> English Learners	<input type="checkbox"/> Foster Youth	<input type="checkbox"/> Low Income
<u>Scope of Services</u>	<input type="checkbox"/> LEA-wide	<input type="checkbox"/> Schoolwide	OR <input type="checkbox"/> Limited to Unduplicated Student Group(s)
<u>Location(s)</u>	<input type="checkbox"/> All Schools	<input type="checkbox"/> Specific Schools:	<input type="checkbox"/> Specific Grade spans:

ACTIONS/SERVICES**2017-18**

New	X Modified	Unchanged
McClellan HS will provide support classes: Success, Study Skills, and General Math.		
Students identified as struggling will be enrolled in Intervention Periods through our Title One program.		
Site Admin will regularly meet with struggling students to provide individualized support and guidance in achieving greater academic success		

2018-19

New	X Modified	Unchanged
McClellan HS will provide support classes: Success, Study Skills, and General Math.		
Students identified as struggling will be enrolled in Intervention Periods through our Title One program.		
Site Admin will regularly meet with struggling students to provide individualized support and guidance in achieving greater academic success		

2019-20

New	X Modified	Unchanged
McClellan HS will provide support classes: Success, Study Skills, and General Math.		
Students identified as struggling will be enrolled in Intervention Periods through our Title One program.		
Site Admin will regularly meet with struggling students to provide individualized support and guidance in achieving greater academic success		

BUDGETED EXPENDITURES

2017-18

Amount	\$24,605
Source	Supplemental and Concentration
Budget Reference	1000-1999: Certificated Personnel Salaries Resource 0000 / Dept 740
Amount	\$4,342
Source	Supplemental and Concentration
Budget Reference	3000-3999: Employee Benefits

2018-19

Amount	\$24,605
Source	Supplemental and Concentration
Budget Reference	1000-1999: Certificated Personnel Salaries Resource 0000 / Dept 740
Amount	\$2,887
Source	Supplemental and Concentration
Budget Reference	3000-3999: Employee Benefits

2019-20

Amount	
Source	
Budget Reference	
Amount	
Source	
Budget Reference	

Action **7**

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served
☒ All

 ☐ Students with Disabilities
Location(s)
☐ All Schools

 ☐ Specific Schools:

 ☐ Specific Grade spans:

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served
☐ English Learners

 ☐ Foster Youth

 ☐ Low Income
Scope of Services
☐ LEA-wide

 ☐ Schoolwide

 OR

 ☐ Limited to Unduplicated Student Group(s)
Location(s)
☐ All Schools

 ☐ Specific Schools:

 ☐ Specific Grade spans:
ACTIONS/SERVICES**2017-18**

New	Modified	X Unchanged
Center HS will provide support classes: Math Lab,		

2018-19

New	Modified	X Unchanged
Center HS will provide support classes: Math Lab,		

2019-20

X New	Modified	Unchanged
Center HS will provide support classes: Math Lab,		

English lab and Summer School program

English lab, credit recovery, Summer School program

English lab, credit recovery, Summer School program

BUDGETED EXPENDITURES**2017-18**

Amount **\$52,000**

Source **Supplemental and Concentration**

Budget Reference **1000-1999: Certificated Personnel Salaries Resource 0000**

Amount **\$8,215**

Source **Supplemental and Concentration**

Budget Reference **3000-3999: Employee Benefits**

2018-19

Amount **\$52,000**

Source **Supplemental and Concentration**

Budget Reference **1000-1999: Certificated Personnel Salaries Resource 0000 / Dept 740**

Amount **\$10,140**

Source **Supplemental and Concentration**

Budget Reference **3000-3999: Employee Benefits**

2019-20

Amount

Source

Budget Reference

Amount

Source

Budget Reference

Action **8**

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served☒ All ☐ Students with Disabilities ☐Location(s)☐ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served☐ English Learners ☐ Foster Youth ☐ Low IncomeScope of Services☐ LEA-wide ☐ Schoolwide OR ☐ Limited to Unduplicated Student Group(s)Location(s)☐ All Schools ☐ Specific Schools: ☐ Specific Grade spans:**ACTIONS/SERVICES****2017-18****2018-19****2019-20**

New	Modified	Unchanged	New	Modified	Unchanged	New	Modified	Unchanged
Wilson Riles Middle School will provide support: Math Support Class, EL Support Class, PAWS period during the school day and Husky Help after school			Wilson Riles Middle School will provide support: Math Support Class, EL Support Class, PAWS period during the school day and Husky Help after school					

BUDGETED EXPENDITURES**2017-18**

Amount	\$59,000
Source	Title I
Budget Reference	1000-1999: Certificated Personnel Salaries Resource 3010
Amount	\$10,412
Source	Title I
Budget Reference	3000-3999: Employee Benefits

2018-19

Amount	\$59,000
Source	Title I
Budget Reference	1000-1999: Certificated Personnel Salaries Resource 3010
Amount	\$11,505
Source	Title I
Budget Reference	3000-3999: Employee Benefits

2019-20

Amount	
Source	
Budget Reference	
Amount	
Source	
Budget Reference	

Action 9

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served☒ All ☐ Students with Disabilities ☐Location(s)☐ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served☐ English Learners ☐ Foster Youth ☐ Low IncomeScope of Services☐ LEA-wide ☐ Schoolwide OR ☐ Limited to Unduplicated Student Group(s)Location(s)☐ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

ACTIONS/SERVICES**2017-18**

New	Modified	Unchanged
Oak Hill Elementary will provide after school intervention for grades 1st-6th in English/Language Arts and 3rd-6th in math		

2018-19

New	Modified	Unchanged
Oak Hill Elementary will provide after school intervention for grades 1st-6th in English/Language Arts and 3rd-6th in math		

2019-20

New	Modified	Unchanged

BUDGETED EXPENDITURES**2017-18**

Amount	\$20,000
Source	Supplemental and Concentration
Budget Reference	1000-1999: Certificated Personnel Salaries Resource 0000 / Dept 740
Amount	\$3,530
Source	Supplemental and Concentration
Budget Reference	3000-3999: Employee Benefits

2018-19

Amount	\$20,000
Source	Supplemental and Concentration
Budget Reference	1000-1999: Certificated Personnel Salaries Resource 0000 / Dept 740
Amount	\$3,900
Source	Supplemental and Concentration
Budget Reference	3000-3999: Employee Benefits

2019-20

Amount	
Source	
Budget Reference	
Amount	
Source	
Budget Reference	

Action **10**

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served
☒ All

 ☐ Students with Disabilities
Location(s)
☐ All Schools

 ☐ Specific Schools:

 ☐ Specific Grade spans:

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served
☐ English Learners

 ☐ Foster Youth

 ☐ Low Income
Scope of Services
☐ LEA-wide

 ☐ Schoolwide

 OR

☐ Limited to Unduplicated Student Group(s)

Location(s)

☐

All Schools

☐

Specific Schools:

☐

Specific Grade spans:

ACTIONS/SERVICES**2017-18**

New

Modified

X Unchanged

Spinelli Elementary will provide morning intervention for grades 1st-6th in English/Language Arts and Math. Title I push in and pull out support for grades K-6th in English/Language Arts and math.

2018-19

New

Modified

X Unchanged

Spinelli Elementary will provide morning intervention for grades 1st-6th in English/Language Arts and Math. Title I push in and pull out support for grades K-6th in English/Language Arts and math.

2019-20

X New

Modified

Unchanged

Spinelli Elementary will provide morning intervention for grades 1st-6th in English/Language Arts and Math. Title I push in and pull out support for grades K-6th in English/Language Arts and math.

BUDGETED EXPENDITURES**2017-18**

Amount

\$40,266

Source

Title I

Budget
Reference

1000-1999: Certificated Personnel
Salaries
Resource 3010

Amount

\$7,106

Source

Title I

Budget
Reference

3000-3999: Employee Benefits

2018-19

Amount

\$40,266

Source

Title I

Budget
Reference

1000-1999: Certificated Personnel
Salaries
Resource 3010

Amount

\$7,852

Source

Title I

Budget
Reference

3000-3999: Employee Benefits

2019-20

Amount

Source

Budget
Reference

Amount

Source

Budget
ReferenceAction **11**

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served☒

All

☐

Students with Disabilities

☐Location(s)☐

All Schools

☐

Specific Schools:

☐

Specific Grade spans:

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served☐

English Learners

☐

Foster Youth

☐

Low Income

Scope of Services	<input type="checkbox"/> LEA-wide <input type="checkbox"/> Schoolwide OR <input type="checkbox"/> Limited to Unduplicated Student Group(s)
Location(s)	<input type="checkbox"/> All Schools <input type="checkbox"/> Specific Schools: <input type="checkbox"/> Specific Grade spans:

ACTIONS/SERVICES

2017-18	New	X Modified	Unchanged
2018-19	New	X Modified	Unchanged
2019-20	X New	Modified	Unchanged

North Country provides RTI in ELA the form of specific diagnostic leveled groups for 30 minutes during the school day in grades first through sixth. The groups are fluid in terms of students moving groups every few weeks based on information from universal screeners and are based on progress in their groups and classroom assessments. All staff is involved including RSP and Title I. Staff pushes in or pulls out based on grade level group size and need. Morning intervention for reading is still available one hour before school for grades 1-6 three days a week. Student goals are written in their Leadership Notebooks and tracked regularly.

North Country will provide RTI in ELA the form of specific diagnostic leveled groups for 30 minutes during the school day in grades first through sixth. Kindergarten will be added to the RTI block. Groups are based on information from universal screeners and are fluid in terms of students moving groups every few weeks based on progress in their groups and classroom assessments. All staff is involved including RSP and Title I. Staff pushes in or pulls out based on grade level group size and need. Morning intervention for reading is still available one hour before school for grades 1-6 three days a week. Math intervention will be added in the hour before school. Students will have intervention goals listed in their Leadership Notebooks as a WIG (Wildly Important Goal) which will be tracked and re-visited bi-weekly.

North Country will provide RTI in ELA the form of specific diagnostic leveled groups for 30 minutes during the school day in grades first through sixth. Kindergarten will be added to the RTI block. The groups are based on information from universal screeners and are fluid in terms of students moving groups every few weeks based on progress in their groups and classroom assessments. All staff is involved including RSP and Title I. Staff pushes in or pulls out based on grade level group size and need. Morning intervention for reading is still available one hour before school for grades 1-6 three days a week. Math intervention will be added in the hour before school. Students will have intervention goals listed in their Leadership Notebooks as a WIG (Wildly Important Goal) which will be tracked and re-visited bi-weekly. Math intervention will be included in a master block schedule.

BUDGETED EXPENDITURES

2017-18	Amount	\$83,284	Source	Title I	Budget Reference	1000-1999: Certificated Personnel Salaries Resource 3010	Amount	\$14,698	Source	Title I	Budget	3000-3999: Employee Benefits
2018-19	Amount	\$98,607	Source	Title I	Budget Reference	1000-1999: Certificated Personnel Salaries Resource 3010	Amount	\$19,228	Source	Title I	Budget	3000-3999: Employee Benefits
2019-20	Amount		Source		Budget Reference		Amount		Source		Budget	

Reference

Reference

Reference

Action

12

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served

All



Students with Disabilities

Location(s)

All Schools



Specific Schools:



Specific Grade spans:

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served

English Learners



Foster Youth



Low Income

Scope of Services

LEA-wide



Schoolwide

OR



Limited to Unduplicated Student Group(s)

Location(s)

All Schools



Specific Schools:



Specific Grade spans:

ACTIONS/SERVICES**2017-18**

New

X Modified

Unchanged

Dudley will provide Intervention, within the school day, in grades K-6. Intervention occurs two ways: during a 30 minute Intervention Rotation and during a 30 minute Workshop. Teachers are able to provide support to targeted groups as well as to individuals using this strategy. Qualifying for Intervention support is related to local common assessments. Title I staff push in to classrooms to provide support to students. This push-in support may occur during direct instruction, independent practice, workshop, and/or Intervention rotation. This support can be in ELA or Math. If the child continues to struggle with academic needs, a Student Success Plan will be written. Student Success Plans defines specific concerns and establish SMART goals for the individual child as well as listing accommodations and modifications that will be employed to assist the student in meeting

2018-19

New

X Modified

Unchanged

Dudley will provide Intervention, within the school day, in grades K-6. Intervention occurs two ways: during a 30 minute Intervention Rotation and during a 30 minute Workshop. Teachers are able to provide support to targeted groups as well as to individuals using this strategy. Qualifying for Intervention support is related to local common assessments. Title I staff push in to classrooms to provide support to students. This push-in support may occur during direct instruction, independent practice, workshop, and/or Intervention rotation. This support can be in ELA or Math. If the child continues to struggle with academic needs, a Student Success Plan will be written. Student Success Plans defines specific concerns and establish SMART goals for the individual child as well as listing accommodations and modifications that will be employed to assist the student in meeting

2019-20

X New

Modified

Unchanged

Dudley will provide Intervention, within the school day, in grades K-6. Intervention occurs two ways: during a 30 minute Intervention Rotation and during a 30 minute Workshop. Teachers are able to provide support to targeted groups as well as to individuals using this strategy. Qualifying for Intervention support is related to local common assessments. Title I staff push in to classrooms to provide support to students. This push-in support may occur during direct instruction, independent practice, workshop, and/or Intervention rotation. This support can be in ELA or Math. If the child continues to struggle with academic needs, a Student Success Plan will be written. Student Success Plans defines specific concerns and establish SMART goals for the individual child as well as listing accommodations and modifications that will be employed to assist the student in meeting

his/her goal.

his/her goal.

his/her goal.

BUDGETED EXPENDITURES**2017-18**

Amount **\$101,084**

Source **Title I**

Budget Reference **1000-1999: Certificated Personnel Salaries Resource 3010**

Amount **\$17,839**

Source **Title I**

Budget Reference **3000-3999: Employee Benefits**

2018-19

Amount **\$95,820**

Source **Title I**

Budget Reference **1000-1999: Certificated Personnel Salaries Resource 3010**

Amount **\$18,685**

Source **Title I**

Budget Reference **3000-3999: Employee Benefits**

2019-20

Amount

Source

Budget Reference

Amount

Source

Budget Reference

Action

13

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served
☐ All ☐ Students with Disabilities ☒ GATE
Location(s)
☐ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served
☐ English Learners ☐ Foster Youth ☐ Low Income
Scope of Services
☐ LEA-wide ☐ Schoolwide OR ☐ Limited to Unduplicated Student Group(s)
Location(s)
☐ All Schools ☐ Specific Schools: ☐ Specific Grade spans:
ACTIONS/SERVICES**2017-18****2018-19****2019-20**

New	X Modified	Unchanged	New	X Modified	Unchanged	X New	Modified	Unchanged
GATE opportunities: <ul style="list-style-type: none"> Wilson Riles Middle School GATE Academy Oak Hill Elementary: Differentiated learning within the GATE/high achiever class 4th-5th. GATE challenge activities before and after school Spinelli: Differentiated learning within the classroom. Weekly GATE challenge activities after school. Annual participation in Nature Bowl. North Country: Differentiated learning within the classroom. GATE challenge activities after school for grades 3-6: video production and editing including story boards, script writing and public speaking. GATE students add goals to their Leadership Notebooks and celebrate progress on a monthly basis. Dudley: Differentiated learning for GATE qualifying student will occur within the classroom. These differentiation strategies will be shared with the parents of our GATE qualifying students through a Student Success Plan which defines specific goals for the individual child as well as listing accommodations and modifications that will be employed to assist the student in meeting his/her goal. 			GATE opportunities: <ul style="list-style-type: none"> Wilson Riles Middle School GATE Academy Oak Hill Elementary: Differentiated learning within the GATE/high achiever class 4th-5th. GATE challenge activities before and after school Spinelli: Differentiated learning within the classroom. Weekly GATE challenge activities after school. Annual participation in Nature Bowl. North Country: Differentiated learning within the classroom. GATE challenge activities after school for grades 3-6: video production and editing including story boards, script writing and public speaking. GATE students add goals to their Leadership Notebooks and celebrate progress on a monthly basis. Dudley: Differentiated learning for GATE qualifying student will occur within the classroom. These differentiation strategies will be shared with the parents of our GATE qualifying students through a Student Success Plan which defines specific goals for the individual child as well as listing accommodations and modifications that will be employed to assist the student in meeting his/her goal. 			<p>Spinelli: Differentiated learning within the classroom. Weekly GATE challenge activities after school. Annual participation in Nature Bowl.</p> <p>North Country: Differentiated learning within the classroom. GATE challenge activities after school: for grades 3-6: video production and editing including story boards, script writing and public speaking. GATE students add goals to their Leadership Notebooks and celebrate progress on a monthly basis.</p> <p>Dudley: Differentiated learning for GATE qualifying student will occur within the classroom. These differentiation strategies will be shared with the parents of our GATE qualifying students through a Student Success Plan which defines specific goals for the individual child as well as listing accommodations and modifications that will be employed to assist the student in meeting his/her goal.</p>		

BUDGETED EXPENDITURES**2017-18**

Amount	\$38,000
Source	Base
Budget Reference	1000-1999: Certificated Personnel Salaries Resource 0000
Amount	\$6,706
Source	Base
Budget Reference	3000-3999: Employee Benefits

2018-19

Amount	\$38,000
Source	Base
Budget Reference	1000-1999: Certificated Personnel Salaries Resource 0000
Amount	\$7,410
Source	Base
Budget Reference	3000-3999: Employee Benefits

2019-20

Amount	
Source	
Budget Reference	
Amount	
Source	
Budget Reference	

Action **14**

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served☒ All ☐ Students with Disabilities ☐Location(s)☐ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served☐ English Learners ☐ Foster Youth ☐ Low IncomeScope of Services☐ LEA-wide ☐ Schoolwide OR ☐ Limited to Unduplicated Student Group(s)Location(s)☐ All Schools ☐ Specific Schools: ☐ Specific Grade spans:ACTIONS/SERVICES**2017-18**

New Modified X Unchanged

Teacher collaboration: vertical between elementary-middle, horizontal between elementary sites, grade level/dept

2018-19

New Modified X Unchanged

Teacher collaboration: vertical between elementary-middle, horizontal between elementary sites, grade level/dept

2019-20

New Modified X Unchanged

Teacher collaboration: vertical between elementary-middle, horizontal between elementary sites, grade level/dept

BUDGETED EXPENDITURES**2017-18**

Amount

\$500

Source

Base

Budget
Reference5000-5999: Services And Other
Operating Expenditures
Resource 0000**2018-19**

Amount

\$500

Source

Base

Budget
Reference5000-5999: Services And Other Operating
Expenditures
Resource 0000**2019-20**

Amount

Source

Budget
ReferenceAction **15**

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served

☒ All ☐ Students with Disabilities ☐

Location(s)

☐ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served

☐ English Learners ☐ Foster Youth ☐ Low Income

Scope of Services

☐ LEA-wide ☐ Schoolwide OR ☐ Limited to Unduplicated Student Group(s)

Location(s)

☐ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

ACTIONS/SERVICES

2017-18

New	Modified	Unchanged
Provide academic support and intervention at all sites <ul style="list-style-type: none"> • Push-in and pull out programs at elementary sites and Wilson Riles MS • Morning or after school intervention at elementary sites • EL Support at Wilson Riles Middle and EL Tutorial Center High School • Husky Help, PAWS period at Wilson Riles MS • Bilingual assistants • Math lab, English lab, Summer School Program at Center High 		

2018-19

New	Modified	Unchanged
Provide academic support and intervention at all sites <ul style="list-style-type: none"> • Push-in and pull out programs at elementary sites and Wilson Riles MS • Morning or after school intervention at elementary sites • EL Support at Wilson Riles Middle and EL Tutorial Center High School • Husky Help, PAWS period at Wilson Riles MS • Bilingual assistants • Math lab, English lab, credit recovery, Summer School Program at Center High 		

2019-20

New	Modified	Unchanged

BUDGETED EXPENDITURES

2017-18

2018-19

2019-20

Amount	\$498,643	Amount	\$498,643	Amount	
Source	Supplemental and Concentration	Source	Supplemental and Concentration	Source	
Budget Reference	1000-1999: Certificated Personnel Salaries Resource 0000 / Dept 740	Budget Reference	1000-1999: Certificated Personnel Salaries Resource 0000 / Dept 740	Budget Reference	
Amount	\$88,000	Amount	\$97,235	Amount	
Source	Supplemental and Concentration	Source	Supplemental and Concentration	Source	
Budget Reference	3000-3999: Employee Benefits	Budget Reference	3000-3999: Employee Benefits	Budget Reference	
Amount	\$150,601	Amount	\$150,601	Amount	
Source	Supplemental and Concentration	Source	Supplemental and Concentration	Source	
Budget Reference	2000-2999: Classified Personnel Salaries	Budget Reference	2000-2999: Classified Personnel Salaries	Budget Reference	
Amount	\$39,183	Amount	\$41,596	Amount	
Source	Supplemental and Concentration	Source	Supplemental and Concentration	Source	
Budget Reference	3000-3999: Employee Benefits	Budget Reference	3000-3999: Employee Benefits	Budget Reference	

Action 16

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served

☐ All ☐ Students with Disabilities ☐

Location(s)

☐ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served

☒ English Learners ☐ Foster Youth ☐ Low Income

	<u>Scope of Services</u>	<input type="checkbox"/> LEA-wide <input type="checkbox"/> Schoolwide OR <input type="checkbox"/> Limited to Unduplicated Student Group(s)	
<u>Location(s)</u>	<input type="checkbox"/> All Schools <input type="checkbox"/> Specific Schools: <input type="checkbox"/> Specific Grade spans:		

ACTIONS/SERVICES

2017-18			2018-19			2019-20		
New	Modified	Unchanged	New	Modified	Unchanged	New	Modified	Unchanged
Add .5 FTE EL Teacher at Spinelli Elementary and .5 FTE EL Teacher at North Country Elementary			Maintain EL coverage at each site					

BUDGETED EXPENDITURES

2017-18		2018-19		2019-20	
Source	Supplemental and Concentration	Source		Source	
Budget Reference	1000-1999: Certificated Personnel Salaries Resource 0000 / Dept 740	Budget Reference	N/A	Budget Reference	
Source	Supplemental and Concentration	Source		Source	
Budget Reference	3000-3999: Employee Benefits	Budget Reference		Budget Reference	

Action **17**

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

<u>Students to be Served</u>	<input type="checkbox"/> All <input type="checkbox"/> Students with Disabilities <input type="checkbox"/>
<u>Location(s)</u>	<input type="checkbox"/> All Schools <input type="checkbox"/> Specific Schools: <input type="checkbox"/> Specific Grade spans:

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

<u>Students to be Served</u>	<input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Low Income
------------------------------	--

<u>Scope of Services</u>	<input type="checkbox"/> LEA-wide <input type="checkbox"/> Schoolwide OR <input type="checkbox"/> Limited to Unduplicated Student Group(s)
<u>Location(s)</u>	<input type="checkbox"/> All Schools <input type="checkbox"/> Specific Schools: <input type="checkbox"/> Specific Grade spans:

ACTIONS/SERVICES

2017-18			2018-19			2019-20		
New	Modified	Unchanged	New	Modified	Unchanged	New	Modified	Unchanged
<p>Support transition of EL students from middle to high school with summer school for incoming 9th grade EL students.</p> <p>Measure the effectiveness of the reclassification roadmap, making adjustments as needed to account for changes in standardized language assessment and other adjustments deemed appropriate to meet the needs of the EL population.</p> <p>Support transition of EL students from elementary to middle school with summer school for incoming 7th graders.</p>			<p>Support transition of EL students from middle to high school with summer school for incoming 9th grade EL students.</p> <p>Support transition of EL students from elementary to middle school with summer school for incoming 7th graders.</p>					

BUDGETED EXPENDITURES

2017-18		2018-19		2019-20	
Amount	\$10,000	Amount	\$10,000	Amount	
Source	Supplemental and Concentration	Source	Supplemental and Concentration	Source	
Budget Reference	1000-1999: Certificated Personnel Salaries Resource 0000 / Dept 740	Budget Reference	1000-1999: Certificated Personnel Salaries Resource 0000 / Dept 740	Budget Reference	
Amount	\$1,765	Amount	\$1,950	Amount	
Source	Supplemental and Concentration	Source	Supplemental and Concentration	Source	
Budget Reference	3000-3999: Employee Benefits	Budget Reference	3000-3999: Employee Benefits	Budget Reference	

Action 18

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served

☐ All ☐ Students with Disabilities ☐

Location(s)

☐ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served

☒ English Learners ☐ Foster Youth ☐ Low Income

Scope of Services

☐ LEA-wide ☐ Schoolwide OR ☐ Limited to Unduplicated Student Group(s)

Location(s)

☐ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

ACTIONS/SERVICES

2017-18

New	Modified	X	Unchanged
Support long-term EL students with Long Term EL Support class at Center High School and Wilson Riles Middle School.			
ELteacher at CHS to be given extra prep in schedule to track/monitor/support EL students, long term EL students and monitor Redesignated Fluent English Proficient students.			

2018-19

New	Modified	X	Unchanged
Support long-term EL students with Long Term EL Support class at Center High School and Wilson Riles Middle School.			
ELteacher at CHS to be given extra prep in schedule to track/monitor/support EL students, long term EL students and monitor Redesignated Fluent English Proficient students.			

2019-20

New	Modified	Unchanged
Support long-term EL students with Long Term EL Support class at Center High School and Wilson Riles Middle School.		
THE EL teacher at CHS to be given extra prep in schedule to track/monitor/support EL students, long term EL students and monitor Redesignated Fluent English Proficient students.		

BUDGETED EXPENDITURES

2017-18

2018-19

2019-20

Amount	\$42,497	Amount	\$42,497	Amount	
Source	Supplemental and Concentration	Source	Supplemental and Concentration	Source	
Budget Reference	1000-1999: Certificated Personnel Salaries Resource 0000 / Dept 740	Budget Reference	1000-1999: Certificated Personnel Salaries Resource 0000 / Dept 740	Budget Reference	
Amount	\$7,499	Amount	\$8,287	Amount	
Source	Supplemental and Concentration	Source	Supplemental and Concentration	Source	
Budget Reference	3000-3999: Employee Benefits	Budget Reference	3000-3999: Employee Benefits	Budget Reference	

Action 19

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

<u>Students to be Served</u>	<input checked="" type="checkbox"/> All <input type="checkbox"/> Students with Disabilities <input type="checkbox"/>		
<u>Location(s)</u>	<input type="checkbox"/> All Schools <input type="checkbox"/> Specific Schools: <input type="checkbox"/> Specific Grade spans:		

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

<u>Students to be Served</u>	<input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Low Income		
<u>Scope of Services</u>	<input type="checkbox"/> LEA-wide <input type="checkbox"/> Schoolwide OR <input type="checkbox"/> Limited to Unduplicated Student Group(s)		
<u>Location(s)</u>	<input type="checkbox"/> All Schools <input type="checkbox"/> Specific Schools: <input type="checkbox"/> Specific Grade spans:		

ACTIONS/SERVICES

2017-18			2018-19			2019-20		
New	Modified	Unchanged	New	Modified	Unchanged	New	Modified	Unchanged
Americorp will provide academic support, mentoring, tutoring and counseling, coordinated by Family Resource Center			Americorp will provide academic support, mentoring, tutoring and counseling, coordinated by Family Resource Center					

BUDGETED EXPENDITURES**2017-18**

Amount **\$27,500**

Source **Base**

Budget Reference **5800: Professional/Consulting Services And Operating Expenditures Resource 0000**

2018-19

Amount **\$27,500**

Source **Base**

Budget Reference **5800: Professional/Consulting Services And Operating Expenditures Resource 0000**

2019-20

Amount

Source

Budget Reference

Action **20**

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served
☐ All ☐ Students with Disabilities ☐
Location(s)
☐ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served
☒ English Learners ☒ Foster Youth ☒ Low Income
Scope of Services
☐ LEA-wide ☐ Schoolwide OR ☐ Limited to Unduplicated Student Group(s)
Location(s)
☐ All Schools ☐ Specific Schools: ☐ Specific Grade spans:
ACTIONS/SERVICES**2017-18**

New Modified Unchanged

Family Resource Center will provide clothing and school supplies, consultation services, mental health counseling services and coordinate appropriate services through Americorp, United Way and the ~~Sen~~Sibility Program

2018-19

New Modified Unchanged

Family Resource Center will provide clothing and school supplies, consultation services, mental health counseling services and coordinate appropriate services through Americorp, United Way and the ~~Sen~~Sibility Program

2019-20

New Modified Unchanged

BUDGETED EXPENDITURES

2017-18			2018-19			2019-20		
Amount	\$1,717		Amount	\$1,717		Amount		
Source	Federal Funds		Source	Federal Funds		Source		
Budget Reference	4000-4999: Books And Supplies Resource 5630		Budget Reference	4000-4999: Books And Supplies Resource 5630		Budget Reference		
Amount	\$1,854		Amount	\$1,854		Amount		
Source	Federal Funds		Source	Federal Funds		Source		
Budget Reference	5000-5999: Services And Other Operating Expenditures		Budget Reference	5000-5999: Services And Other Operating Expenditures		Budget Reference		
Amount	\$22,527		Amount	\$22,527		Amount		
Source	Supplemental and Concentration		Source	Supplemental and Concentration		Source		
Budget Reference	1000-1999: Certificated Personnel Salaries Resource 0000 / Dept 740		Budget Reference	1000-1999: Certificated Personnel Salaries Resource 0000 / Dept 740		Budget Reference		
Amount	\$3,975		Amount	\$4,392		Amount		
Source	Supplemental and Concentration		Source	Supplemental and Concentration		Source		
Budget Reference	3000-3999: Employee Benefits		Budget Reference	3000-3999: Employee Benefits		Budget Reference		

Action 21

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served

☐ All ☐ Students with Disabilities ☒ Special Education

Location(s)

☐ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served

☐ English Learners ☐ Foster Youth ☐ Low Income

<u>Scope of Services</u>	<input type="checkbox"/> LEA-wide <input type="checkbox"/> Schoolwide OR <input type="checkbox"/> Limited to Unduplicated Student Group(s)
<u>Location(s)</u>	<input type="checkbox"/> All Schools <input type="checkbox"/> Specific Schools: <input type="checkbox"/> Specific Grade spans:

ACTIONS/SERVICES

2017-18			2018-19			2019-20		
New	Modified	Unchanged	New	Modified	Unchanged	New	Modified	Unchanged
Provide academic support for Special Education Students: study skills classes, instructional assistants			Provide academic support for Special Education Students: study skills classes, instructional assistants					

BUDGETED EXPENDITURES

2017-18		2018-19		2019-20	
Amount	\$41,386	Amount	\$41,386	Amount	
Source	Special Education	Source	Special Education	Source	
Budget Reference	2000-2999: Classified Personnel Salaries Resource 6500	Budget Reference	2000-2999: Classified Personnel Salaries Resource 6500	Budget Reference	
Amount	\$10,767	Amount	\$11,431	Amount	
Source	Special Education	Source	Special Education	Source	
Budget Reference	3000-3999: Employee Benefits	Budget Reference	3000-3999: Employee Benefits	Budget Reference	

Goals, Actions, & Services

Strategic Planning Details and Accountability

Complete a copy of the following table for each of the LEA's goals. Duplicate the table as needed.

☐ New ☐ Modified ☐ Unchanged

Goal 2

Through Multi Tiered Systems of Support (MTSS) Center JUSD students will be college and career ready

State and/or Local Priorities Addressed by this goal:

STATE ☐ 1 ☐ 2 ☐ 3 ☒ 4 ☒ 5 ☐ 6 ☒ 7 ☐ 8
 COE ☐ 9 ☐ 10
 LOCAL

Identified Need

Examination of student achievement data from a variety of sources reveals that students are not achieving at the full potential necessary to succeed in college and career. To prepare students for College & Career, it is a priority of CJUSD to increase CTE opportunities, a-g participation and completion rate, increase AP offerings and AP test passage rate, increase graduation rate

EXPECTED ANNUAL MEASURABLE OUTCOMES

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
		~Increase CTE offerings by adding 1 new CTE course or 1 additional section of existing CTE program ~Increase a-g completion rate to 26% by adjusting to 8 period block schedule at high school ~Increase number of CHS students enrolled in at least one AP class by 3% ~68% of students enrolled in AP courses will pass AP exams with a 3 or better ~54% of ELA students and 79% of math students determined prepared for college as measured by the EAP	~Establish baseline data on CTE student participation in the 2017-18 school year and increase student participation in 2018-19 by 3% ~Increase a-g completion rate to 26% by adjusting to 8 period block schedule at high school ~Increase number of students enrolled in at least one AP class by 3% ~70% of students enrolled in AP courses will pass AP exams with a 3 or better ~56% of ELA students and 81% of math students determined prepared for college as measured by the EAP	

--	--	--	--	--

PLANNED ACTIONS / SERVICES

Complete a copy of the following table for each of the LEA's Actions/Services. Duplicate the table, including Budgeted Expenditures, as needed.

Action **1**

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

<u>Students to be Served</u>	<input checked="" type="checkbox"/> All	<input type="checkbox"/> Students with Disabilities	<input type="checkbox"/>
<u>Location(s)</u>	<input type="checkbox"/> All Schools	<input type="checkbox"/> Specific Schools:	<input type="checkbox"/> Specific Grade spans:

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

<u>Students to be Served</u>	<input type="checkbox"/> English Learners	<input type="checkbox"/> Foster Youth	<input type="checkbox"/> Low Income
<u>Scope of Services</u>	<input type="checkbox"/> LEA-wide	<input type="checkbox"/> Schoolwide	OR <input type="checkbox"/> Limited to Unduplicated Student Group(s)
<u>Location(s)</u>	<input type="checkbox"/> All Schools	<input type="checkbox"/> Specific Schools:	<input type="checkbox"/> Specific Grade spans:

ACTIONS/SERVICES

2017-18

New	X Modified	Unchanged
-----	------------	-----------

CHS will increase the number of students taking CTE courses

2018-19

New	Modified	X Unchanged
-----	----------	-------------

CHS will increase the number of students taking CTE courses

2019-20

X New	Modified	Unchanged
-------	----------	-----------

CHS will increase the number of students taking CTE courses

BUDGETED EXPENDITURES

2017-18

Amount	\$41,877
Source	Base
Budget Reference	1000-1999: Certificated Personnel Salaries

2018-19

Amount	\$41,877
Source	Base
Budget Reference	1000-1999: Certificated Personnel Salaries

2019-20

Amount	
Source	
Budget Reference	

	Resource 0000		Resource 0000		
Amount	\$15,673	Amount	\$15,673	Amount	
Source	Base	Source	Base	Source	
Budget Reference	3000-3999: Employee Benefits	Budget Reference	3000-3999: Employee Benefits	Budget Reference	

Action **2**

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

<u>Students to be Served</u>	<input checked="" type="checkbox"/> All	<input type="checkbox"/> Students with Disabilities	<input type="checkbox"/>
<u>Location(s)</u>	<input type="checkbox"/> All Schools	<input type="checkbox"/> Specific Schools:	<input type="checkbox"/> Specific Grade spans:

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

<u>Students to be Served</u>	<input type="checkbox"/> English Learners	<input type="checkbox"/> Foster Youth	<input type="checkbox"/> Low Income
<u>Scope of Services</u>	<input type="checkbox"/> LEA-wide	<input type="checkbox"/> Schoolwide	OR <input type="checkbox"/> Limited to Unduplicated Student Group(s)
<u>Location(s)</u>	<input type="checkbox"/> All Schools	<input type="checkbox"/> Specific Schools:	<input type="checkbox"/> Specific Grade spans:

ACTIONS/SERVICES

2017-18

New	Modified	X	Unchanged
Increase participation and completion of a-g			

2018-19

New	Modified	X	Unchanged
Increase participation and completion of a-g			

2019-20

X	New	Modified	Unchanged
	Increase participation and completion of a-g		

BUDGETED EXPENDITURES

2017-18

Amount	\$204,000
--------	-----------

2018-19

Amount	\$210,000
--------	-----------

2019-20

Amount	
--------	--

Source	Supplemental and Concentration	Source	Supplemental and Concentration	Source	
Budget Reference	1000-1999: Certificated Personnel Salaries Resource 0000 / Dept 740	Budget Reference	1000-1999: Certificated Personnel Salaries Resource 0000 / Dept 740	Budget Reference	
Amount	\$36,002	Amount	\$40,950	Amount	
Source	Supplemental and Concentration	Source	Supplemental and Concentration	Source	
Budget Reference	3000-3999: Employee Benefits	Budget Reference	3000-3999: Employee Benefits	Budget Reference	

Action 3

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

<u>Students to be Served</u>	<input checked="" type="checkbox"/> All <input type="checkbox"/> Students with Disabilities <input type="checkbox"/>		
<u>Location(s)</u>	<input type="checkbox"/> All Schools <input type="checkbox"/> Specific Schools: <input type="checkbox"/> Specific Grade spans:		

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

<u>Students to be Served</u>	<input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Low Income		
<u>Scope of Services</u>	<input type="checkbox"/> LEA-wide <input type="checkbox"/> Schoolwide OR <input type="checkbox"/> Limited to Unduplicated Student Group(s)		
<u>Location(s)</u>	<input type="checkbox"/> All Schools <input type="checkbox"/> Specific Schools: <input type="checkbox"/> Specific Grade spans:		

ACTIONS/SERVICES**2017-18**

New	Modified	X	Unchanged
CHS will increase the number of students taking AP courses by 3%			

2018-19

New	Modified	X	Unchanged
CHS will increase the number of students taking AP courses by 3%			

2019-20

X	New	Modified	Unchanged
	CHS will increase the number of students taking AP courses by 3%		

BUDGETED EXPENDITURES

2017-18		2018-19		2019-20	
Amount	\$17,000	Amount	\$17,000	Amount	
Source	Base	Source	Base	Source	
Budget Reference	1000-1999: Certificated Personnel Salaries Resource 0000	Budget Reference	1000-1999: Certificated Personnel Salaries Resource 0000	Budget Reference	
Amount	\$4,000	Amount	\$4,315	Amount	
Source	Base	Source	Base	Source	
Budget Reference	3000-3999: Employee Benefits	Budget Reference	3000-3999: Employee Benefits	Budget Reference	

Action **4**

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served
☒ All

 ☐ Students with Disabilities

 ☐
Location(s)
☐ All Schools

 ☐ Specific Schools:

 ☐ Specific Grade spans:

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served
☐ English Learners

 ☐ Foster Youth

 ☐ Low Income
Scope of Services
☐ LEA-wide

 ☐ Schoolwide

 OR

☐ Limited to Unduplicated Student Group(s)
Location(s)
☐ All Schools

 ☐ Specific Schools:

 ☐ Specific Grade spans:
ACTIONS/SERVICES

2017-18			2018-19			2019-20		
New	Modified	X Unchanged	New	Modified	X Unchanged	X New	Modified	Unchanged
Remove barriers and implement new programs relative to			Remove barriers and implement new programs relative to			Remove barriers and implement new programs relative to		

college & career opportunities that feed into and support programs at CHS

college & career opportunities that feed into and support programs at CHS

college & career opportunities that feed into and support programs at CHS

BUDGETED EXPENDITURES**2017-18**

Amount **\$17,000**

Source **Supplemental and Concentration**

Budget Reference **1000-1999: Certificated Personnel Salaries
Resource 0000 / Dept 740**

Amount **\$4,000**

Source **Supplemental and Concentration**

Budget Reference **3000-3999: Employee Benefits**

2018-19

Amount **\$17,000**

Source **Base**

Budget Reference **1000-1999: Certificated Personnel Salaries
Resource 0000**

Amount **\$4,315**

Source **Base**

Budget Reference **3000-3999: Employee Benefits**

2019-20

Amount

Source

Budget Reference

Amount

Source

Budget Reference

Action 5

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served
☒ All
 ☐ Students with Disabilities
Location(s)
☐ All Schools
 ☐ Specific Schools:
 ☐ Specific Grade spans:

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served
☐ English Learners
 ☐ Foster Youth
 ☐ Low Income
Scope of Services
☐ LEA-wide
 ☐ Schoolwide
 OR
 ☐ Limited to Unduplicated Student Group(s)
Location(s)
☐ All Schools
 ☐ Specific Schools:
 ☐ Specific Grade spans:
ACTIONS/SERVICES

2017-18

New	Modified	X Unchanged
CHS will work with American River College to provide field trips to learn about CTE offerings that correspond to pathways at CHS. Counselors will discuss CTE course offerings with students during yearly one-on-one meetings with students.		

2018-19

New	Modified	X Unchanged
CHS will work with Sierra College to provide field trips to learn about CTE offerings that correspond to pathways at CHS. Counselors will discuss CTE course offerings with students during yearly one-on-one meetings with students.		

2019-20

X New	Modified	Unchanged
CHS will work with both American River College and Sierra College to provide field trips to learn about CTE offerings that correspond to pathways at CHS. Counselors will discuss CTE course offerings with students during yearly one-on-one meetings with students.		

BUDGETED EXPENDITURES**2017-18**

Amount	\$500
Source	Supplemental and Concentration
Budget Reference	5000-5999: Services And Other Operating Expenditures Resource 0000 / Dept 740

2018-19

Amount	\$500
Source	Supplemental and Concentration
Budget Reference	5000-5999: Services And Other Operating Expenditures

2019-20

Amount	
Source	
Budget Reference	

Action **6**

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

<u>Students to be Served</u>	<input checked="" type="checkbox"/> All	<input type="checkbox"/> Students with Disabilities	<input type="checkbox"/>
<u>Location(s)</u>	<input type="checkbox"/> All Schools	<input type="checkbox"/> Specific Schools:	<input type="checkbox"/> Specific Grade spans:

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

<u>Students to be Served</u>	<input type="checkbox"/> English Learners	<input type="checkbox"/> Foster Youth	<input type="checkbox"/> Low Income
<u>Scope of Services</u>	<input type="checkbox"/> LEA-wide	<input type="checkbox"/> Schoolwide	OR <input type="checkbox"/> Limited to Unduplicated Student Group(s)
<u>Location(s)</u>	<input type="checkbox"/> All Schools	<input type="checkbox"/> Specific Schools:	<input type="checkbox"/> Specific Grade spans:

ACTIONS/SERVICES

2017-18

New	Modified	X Unchanged
Counselor will provide individualized support to ensure students are meeting graduation requirements and are successfully transitioning into post secondary college and career through college/career exploration, college enrollment assistance, financial aid application assistance and scholarship assistance.		
Staff will schedule presentations from businesses, colleges and the military to expose students to post secondary options		

2018-19

New	Modified	X Unchanged
Counselor will provide individualized support to ensure students are meeting graduation requirements and are successfully transitioning into post secondary college and career through college/career exploration, college enrollment assistance, financial aid application assistance and scholarship assistance.		
Staff will schedule presentations from businesses, colleges and the military to expose students to post secondary options		

2019-20

X New	Modified	Unchanged
Counselor will provide individualized support to ensure students are meeting graduation requirements and are successfully transitioning into post secondary college and career through college/career exploration, college enrollment assistance, financial aid application assistance and scholarship assistance.		
Staff will schedule presentations from businesses, colleges and the military to expose students to post secondary options		

BUDGETED EXPENDITURES**2017-18**

Amount	\$2,565
Source	Title I
Budget Reference	1000-1999: Certificated Personnel Salaries Resource 3010
Amount	\$452
Source	Title I
Budget Reference	3000-3999: Employee Benefits

2018-19

Amount	\$3,000
Source	Title I
Budget Reference	1000-1999: Certificated Personnel Salaries Resource 3010
Amount	\$585
Source	Title I
Budget Reference	3000-3999: Employee Benefits

2019-20

Amount	
Source	
Budget Reference	
Amount	
Source	
Budget Reference	

Action 7

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served
☐ All

 ☐ Students with Disabilities

 ☒ Special Education
Location(s)
☐ All Schools

 ☐ Specific Schools:

 ☐ Specific Grade spans:

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served
☐ English Learners ☐ Foster Youth ☐ Low Income
Scope of Services
☐ LEA-wide ☐ Schoolwide OR ☐ Limited to Unduplicated Student Group(s)
Location(s)
☐ All Schools ☐ Specific Schools: ☐ Specific Grade spans:
ACTIONS/SERVICES**2017-18**

New	Modified	X Unchanged
Provide transitional support to prepare for college & career provided through WorkAbility and Department of Rehabilitation		

2018-19

New	Modified	X Unchanged
Provide transitional support to prepare for college & career provided through WorkAbility and Department of Rehabilitation		

2019-20

X New	Modified	Unchanged
Provide transitional support to prepare for college & career provided through WorkAbility and Department of Rehabilitation		

BUDGETED EXPENDITURES**2017-18**

Amount	\$15,500
Source	Federal Funds
Budget Reference	2000-2999: Classified Personnel Salaries Resource 3410
Amount	\$4,338
Source	Federal Funds
Budget Reference	3000-3999: Employee Benefits
Amount	\$26,117
Source	Special Education
Budget Reference	2000-2999: Classified Personnel Salaries Resource 6520 Workability
Amount	\$7,540

2018-19

Amount	\$16,500
Source	Federal Funds
Budget Reference	2000-2999: Classified Personnel Salaries DOR / Resource 3410
Amount	\$4,557
Source	Federal Funds
Budget Reference	3000-3999: Employee Benefits
Amount	\$27,117
Source	Special Education
Budget Reference	2000-2999: Classified Personnel Salaries Workability / Resource 6520
Amount	\$8,040

2019-20

Amount	
Source	
Budget Reference	
Amount	
Source	
Budget Reference	
Amount	
Source	
Budget Reference	
Amount	

Source	Special Education	Source	Special Education	Source	
Budget Reference	3000-3999: Employee Benefits	Budget Reference	3000-3999: Employee Benefits	Budget Reference	

Goals, Actions, & Services

Strategic Planning Details and Accountability

Complete a copy of the following table for each of the LEA's goals. Duplicate the table as needed.

☐ New ☒ Modified ☐ Unchanged

Goal 3

GOAL 3: Center JUSD students and families will be engaged and informed throughout the educational process by way of the Multi Tiered Systems of Support (MTSS)

State and/or Local Priorities Addressed by this goal:

STATE ☐ 1 ☐ 2 ☒ 3 ☐ 4 ☒ 5 ☒ 6 ☐ 7 ☐ 8
COE ☐ 9 ☐ 10
LOCAL

Identified Need

To address the need to increase pupil engagement and school engagement, while improving school climate and increasing family involvement, it is a priority of CJUSD to decrease absence rates and increase the number of students and families actively involved, connected and engaged in a comprehensive school experience through involvement outside the classroom.

EXPECTED ANNUAL MEASURABLE OUTCOMES

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
		<ul style="list-style-type: none"> • Maintain average daily attendance at 95% • Increase district-wide participation in clubs, activities and athletics to 35% • Increase Center HS graduation rate to 96% • Decrease CJUSD chronic absenteeism rates to 10% • Maintain 1% or fewer middle school drop-out rates • Maintain 8% CJUSD suspension rate • Decrease CJUSD expulsions by 1 per year • Increase secondary students who feel "very 	<ul style="list-style-type: none"> • Maintain average daily attendance at 95% • Increase district-wide participation in clubs, activities and athletics to 35% • Increase Center HS graduation rate to 96% • Decrease CJUSD chronic absenteeism rates to 8% • Maintain 1% or fewer middle school drop-out rates • Decrease CJUSD High School drop out to 4% • Maintain 8% CJUSD suspension rate • Decrease CJUSD expulsions by 1 per year 	

		<p>safe" at school to 47% (measured by California Healthy Kids Survey and other local measures including surveys of pupils, parents and teachers on the sense of safety and school connectedness)</p> <ul style="list-style-type: none"> • Increase 5th grade students who feel "very safe" at school "all of the time" to 44% (measured by California Healthy Kids Survey and other local measures including surveys of pupils, parents and teachers on the sense of safety and school connectedness) • All parents will be solicited to provide input into decision making locally and at the LEA level. • Increase parental participation of parents of unduplicated groups and specials needs students by 5% 	<ul style="list-style-type: none"> • Increase secondary students who feel "very safe" at school to 47% (measured by California Healthy Kids Survey and other local measures including surveys of pupils, parents and teachers on the sense of safety and school connectedness) • Increase 5th grade students who feel "very safe" at school "all of the time" to 44% (measured by California Healthy Kids Survey and other local measures including surveys of pupils, parents and teachers on the sense of safety and school connectedness) • All parents will be solicited to provide input into decision making locally and at the LEA level. • Increase parental participation of parents of unduplicated groups and specials needs students by 5% 	
--	--	---	--	--

PLANNED ACTIONS / SERVICES

Complete a copy of the following table for each of the LEA's Actions/Services. Duplicate the table, including Budgeted Expenditures, as needed.

Action **1**

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

<u>Students to be Served</u>	<input checked="" type="checkbox"/> All	<input type="checkbox"/> Students with Disabilities	<input type="checkbox"/>
<u>Location(s)</u>	<input type="checkbox"/> All Schools	<input type="checkbox"/> Specific Schools:	<input type="checkbox"/> Specific Grade spans:

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served

☐ English Learners ☐ Foster Youth ☐ Low Income

Scope of Services

☐ LEA-wide ☐ Schoolwide OR ☐ Limited to Unduplicated Student Group(s)

Location(s)

☐ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

ACTIONS/SERVICES

2017-18

New

Modified

Unchanged

Review effectiveness of committee (staff, parents, students) recommendations and plan next steps to increase daily attendance. Review SARB process to engage more stakeholders

2018-19

New

Modified

Unchanged

Review effectiveness of committee (staff, parents, students) recommendations and plan next steps to increase daily attendance. Review SARB process to engage more stakeholders

2019-20

New

Modified

Unchanged

BUDGETED EXPENDITURES

2017-18

Amount

\$500

Source

Supplemental and Concentration

Budget
Reference

4000-4999: Books And Supplies
Resource 0000/Department 740

2018-19

Amount

\$500

Source

Supplemental and Concentration

Budget
Reference

4000-4999: Books And Supplies
Resource 0000/Department 740

2019-20

Amount

Source

Budget
Reference

Action **2**

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served

☒ All ☐ Students with Disabilities ☐

Location(s)

☐ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

<u>Students to be Served</u>	<input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Low Income		
	<u>Scope of Services</u> <input type="checkbox"/> LEA-wide <input type="checkbox"/> Schoolwide OR <input type="checkbox"/> Limited to Unduplicated Student Group(s)		
<u>Location(s)</u>	<input type="checkbox"/> All Schools <input type="checkbox"/> Specific Schools: <input type="checkbox"/> Specific Grade spans:		

ACTIONS/SERVICES

2017-18			2018-19			2019-20		
New	Modified	Unchanged	New	Modified	Unchanged	New	Modified	Unchanged
Implement recommended strategies that lessen or eliminate the barrier of after school transportation that is hindering participating in after school activities. Continue to brainstorm ways to increase student and staff involvement in extracurricular opportunities			Implement recommended strategies that lessen or eliminate the barrier of after school transportation that is hindering participating in after school activities. Continue to brainstorm ways to increase student and staff involvement in extracurricular opportunities					

BUDGETED EXPENDITURES

2017-18		2018-19		2019-20	
Amount	\$500	Amount	\$500	Amount	
Source	Supplemental and Concentration	Source	Supplemental and Concentration	Source	
Budget Reference	4000-4999: Books And Supplies Resource 0000/Department 740	Budget Reference	4000-4999: Books And Supplies Resource 0000/Department 740	Budget Reference	

Action **3**

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

<u>Students to be Served</u>	<input checked="" type="checkbox"/> All <input type="checkbox"/> Students with Disabilities <input type="checkbox"/>		
<u>Location(s)</u>	<input type="checkbox"/> All Schools <input type="checkbox"/> Specific Schools: <input type="checkbox"/> Specific Grade spans:		

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served
☐ English Learners ☐ Foster Youth ☐ Low Income
Scope of Services
☐ LEA-wide ☐ Schoolwide OR ☐ Limited to Unduplicated Student Group(s)
Location(s)
☐ All Schools ☐ Specific Schools: ☐ Specific Grade spans:
ACTIONS/SERVICES**2017-18**

New

Modified

Unchanged

Establish parent education outreach relating to school topics by eliminating barriers and implementing committee (staff, parents, students) recommendations

2018-19

New

Modified

Unchanged

Establish parent education outreach relating to school topics by eliminating barriers and implementing committee (staff, parents, students) recommendations

2019-20

New

Modified

Unchanged

BUDGETED EXPENDITURES**2017-18**

Amount

\$500

Source

Supplemental and Concentration

Budget
Reference4000-4999: Books And Supplies
Resource 0000/Department 740**2018-19**

Amount

\$500

Source

Supplemental and Concentration

Budget
Reference4000-4999: Books And Supplies
Resource 0000/Department 740**2019-20**

Amount

Source

Budget
ReferenceAction **4**

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served
☒ All ☐ Students with Disabilities ☐
Location(s)
☐ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served

☐ English Learners ☐ Foster Youth ☐ Low Income

Scope of Services

☐ LEA-wide ☐ Schoolwide OR ☐ Limited to Unduplicated Student Group(s)

Location(s)

☐ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

ACTIONS/SERVICES

2017-18

New

Modified

Unchanged

Continue to utilize new ways to communicate opportunities that will increase participation in school activities and in supporting roles

2018-19

New

Modified

Unchanged

Continue to utilize new ways to communicate opportunities that will increase participation in school activities and in supporting roles

2019-20

New

Modified

Unchanged

BUDGETED EXPENDITURES

2017-18

Amount

\$500

Source

Supplemental and Concentration

Budget
Reference

4000-4999: Books And Supplies
Resource 0000/Department 740

2018-19

Amount

\$500

Source

Supplemental and Concentration

Budget
Reference

4000-4999: Books And Supplies
Resource 0000/Department 740

2019-20

Amount

Source

Budget
Reference

Action **5**

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served

☐ All ☐ Students with Disabilities ☐

Location(s)

☐ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

<u>Students to be Served</u>	<input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Low Income		
	<u>Scope of Services</u> <input type="checkbox"/> LEA-wide <input type="checkbox"/> Schoolwide OR <input type="checkbox"/> Limited to Unduplicated Student Group(s)		
<u>Location(s)</u>	<input type="checkbox"/> All Schools <input type="checkbox"/> Specific Schools: <input type="checkbox"/> Specific Grade spans:		

ACTIONS/SERVICES

2017-18			2018-19			2019-20		
New	Modified	Unchanged	New	Modified	Unchanged	New	Modified	Unchanged
Continue to reach out to EL families with TK children for enrollment in TK program. Continue to conduct annual needs assessment at DELAC. Compile and distribute meeting dates and topics for ELAC and DELAC meetings at beginning of each school year			Continue to reach out to EL families with TK children for enrollment in TK program. Continue to conduct annual needs assessment at DELAC. Compile and distribute meeting dates and topics for ELAC and DELAC meetings at beginning of each school year					

BUDGETED EXPENDITURES

2017-18			2018-19			2019-20		
Amount	\$500		Amount	\$500		Amount		
Source	Supplemental and Concentration		Source	Supplemental and Concentration		Source		
Budget Reference	4000-4999: Books And Supplies Resource 0000/Department 740		Budget Reference	4000-4999: Books And Supplies Resource 0000/Department 740		Budget Reference		

Action **6**

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

<u>Students to be Served</u>	<input checked="" type="checkbox"/> All <input type="checkbox"/> Students with Disabilities <input type="checkbox"/>		
	<u>Location(s)</u> <input type="checkbox"/> All Schools <input type="checkbox"/> Specific Schools: <input type="checkbox"/> Specific Grade spans:		

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

<u>Students to be Served</u>	<input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Low Income		
	<u>Scope of Services</u> <input type="checkbox"/> LEA-wide <input type="checkbox"/> Schoolwide OR <input type="checkbox"/> Limited to Unduplicated Student Group(s)		
<u>Location(s)</u>	<input type="checkbox"/> All Schools <input type="checkbox"/> Specific Schools: <input type="checkbox"/> Specific Grade spans:		

ACTIONS/SERVICES

2017-18			2018-19			2019-20		
New	Modified	Unchanged	New	Modified	Unchanged	New	Modified	Unchanged
Increase family Homelink accounts and continue to investigate and implement alternatives to engage more parents			Increase family Homelink accounts and continue to investigate and implement alternatives to engage more parents					

BUDGETED EXPENDITURES

2017-18		2018-19		2019-20	
Amount	\$500	Amount	\$500	Amount	
Source	Supplemental and Concentration	Source	Supplemental and Concentration	Source	
Budget Reference	4000-4999: Books And Supplies Resource 0000/Department 740	Budget Reference	4000-4999: Books And Supplies Resource 0000/Department 740	Budget Reference	

Demonstration of Increased or Improved Services for Unduplicated Pupils

LCAP Year

☒ 2017-18 ☐ 2018-19 ☐ 2019-20

Estimated Supplemental and Concentration Grant Funds: \$4,064,281

Percentage to Increase or Improve Services: 11.92%

Describe how services provided for unduplicated pupils are increased or improved by at least the percentage identified above, either qualitatively or quantitatively, as compared to services provided for all students in the LCAP year.

Identify each action/service being funded and provided on a schoolwide or LEA-wide basis. Include the required descriptions supporting each schoolwide or LEA-wide use of funds ([see instructions](#)).

The Center Joint Unified School District has a XXXXX% unduplicated student count. The Supplemental and Concentration funds used for actions and services serving all students are principally directed to serve unduplicated students as described below.

McClellan High School, Center High School, Wilson Riles Middle School and Oak Hill Elementary are using Supplemental and Concentration funds to provide appropriate, targeted intervention to address the individual academic needs and learning gaps of struggling students who are predominately from our unduplicated student groups. McClellan High School is providing support classes to unduplicated students through Success, Study Skills and Math Lab and individualized support and guidance with one on one meetings with the admin team. Center High is providing Math Lab, English Lab and Summer School for unduplicated students who are struggling academically in math and English. Wilson Riles Middle School is providing Math Support, EL Support Class, PAWS period and Husky Help to unduplicated students. Oak Hill is providing before and after school intervention in English/ Language Arts and math for unduplicated students. Past experience has shown that a high percentage of the participants benefiting from these programs and services are pupils from our unduplicated student groups.

Justification: Intervene Early. Reteaching through before and after school tutorials, focused on particular standards, has led to improved learning outcomes as measured on state assessments. See Deborah Brennanin "Improving Schools: What Works? In Educational Leadership February 2015

Justification: Research documents that teachers can create engaging environments through personal care, maintaining positive social environments, and creating academic tasks that are authentic, collaborative and give students choices where they can experience some control over their learning. Fredricks and McColiskey (2012; Perry, Turner and Meyer, 2006)

Justification:

Campbell, Frances A., and Craig T. Ramey. "Effects of early intervention on intellectual and academic achievement: a follow-up study of children from low-income families." Child development 65.2 (1994): 684-698.

CJUSD is using Supplemental and Concentration funds to engage more parents in site and district meetings where collaborative work can be done to make recommendations on how to increase daily attendance, SARB, increase student involvement in extracurricular activities, establish parent outreach, improve school to family communication through Homelink to increase family participation in school activities, and to investigate and implement alternative methods to communicate with and engage more parents. The parents of unduplicated pupils will be targeted for participation in these activities. By bridging that gap between home and school we can develop collaborative, supportive relationships that will impact students by increasing overall academic achievement and social and

emotional growth. Past experience has shown these programs and services serve parents of unduplicated students.

Justification: Parent school involvement in children's education is associated with positive educational outcomes.

"Understanding the impact of parent school involvement on children's educational outcomes", GL Zellman, JM Waterman - The Journal of Educational Research, 1998 - Taylor & Francis

Justification: Parent school involvement in children's education is associated with positive educational outcomes. Zellman, Gail L., and Jill M. Waterman.

"Understanding the impact of parent school involvement on children's educational outcomes." The Journal of Educational Research 91.6 (1998): 370-380.

We offer highly qualified teachers to instruct all students in the state adopted standards, but for unduplicated English Learners at the elementary sites we offer additional certificated teachers dedicated to support English Learners in making progress toward reclassification because we believe by having dedicated EL teachers on site our unduplicated students are receiving an additional layer of individualized instructional support which will positively impact their rate of language acquisition and academic achievement.

To further support EL students in the classroom, CJUSD employs bilingual aides at elementary campuses as well as the middle school and high school. Bilingual aides support the EL teacher and classroom teachers in providing individualized support and instruction to all EL students. We believe this additional level of support provides the scaffolding for EL students to make reasonable progress toward language acquisition.

Summer school is offered to all high school students strictly for credit recovery. For unduplicated long-term English Learners transitioning into 9th and 7th grades, we provide a transitional summer school program to address their language acquisition needs because we believe this program provides an additional layer of instructional support which will positively impact their rate of language acquisition, increase student achievement and pave the way for a successful transition to their new school site.

Core classes are offered to all middle and high school students, but for unduplicated long-term English Learners a Long-Term EL class is provided during the school day because we believe this additional layer of support will address the individual learning gaps in their language acquisition to make progress toward reclassification.

Our Family Resource Center provides clothing, school supplies, consultation services and mental health services to low income, foster and homeless pupils because research indicates when these needs are met, students experience greater academic achievement.

Academic intervention is available as appropriate to all Center High students, but for unduplicated pupils, Center HS intervention teachers, EL teachers, counselors and site administration provide targeted outreach to increase course completion. We believe that with appropriate, targeted intervention we can address individualized learning gaps so students experience greater academic success. Additionally, having input from intervention teachers, EL teachers, counselors and administrators expands the spectrum of support and resources.

Transitional Kindergarten is advertised publicly and available to qualifying students within our district, but for families of unduplicated EL students currently in our schools, translated flyers about our Transitional Kindergarten program are mailed out to the homes of English Learners and posted in the local newspapers. We believe this additional outreach is key in developing relationships with our EL families. Additionally, by beginning academic instruction with our EL students at the

TK level, these students will experience English oral language instruction which will advance their language acquisition.

Revised Local Control and Accountability Plan and Annual Update Template Instructions

Addendum

The Local Control and Accountability Plan (LCAP) and Annual Update Template documents and communicates local educational agencies' (LEAs) actions and expenditures to support student outcomes and overall performance. For school districts and county offices of education, the LCAP is a three-year plan which is reviewed and updated in the second and third years of the plan. Charter schools may complete the LCAP to align with the term of the charter school's budget, typically one year, which is submitted to the school's authorizer. The LCAP and Annual Update Template must be completed by all LEAs each year.

For school districts, the LCAP must describe, for the school district and each school within the district, goals and specific actions to achieve those goals for all students and each student group identified by the Local Control Funding Formula (LCFF) (ethnic, socioeconomically disadvantaged, English learners, foster youth, pupils with disabilities, and homeless youth), for each of the state priorities and any locally identified priorities.

For county offices of education, the LCAP must describe, for each county office of education-operated school and program, goals and specific actions to achieve those goals for all students and each LCFF student group funded through the county office of education (students attending juvenile court schools, on probation or parole, or expelled under certain conditions) for each of the state priorities and any locally identified priorities. School districts and county offices of education may additionally coordinate and describe in their LCAPs services funded by a school district that are provided to students attending county-operated schools and programs, including special education programs.

If a county superintendent of schools has jurisdiction over a single school district, the county board of education and the governing board of the school district may adopt and file for review and approval a single LCAP consistent with the requirements in Education Code (EC) sections 52060, 52062, 52066, 52068, and 52070. The LCAP must clearly articulate to which entity's budget (school district or county superintendent of schools) all budgeted and actual expenditures are aligned.

Charter schools must describe goals and specific actions to achieve those goals for all students and each LCFF subgroup of students including students with disabilities and homeless youth, for each of the state priorities that apply for the grade levels served or the nature of the program operated by the charter school, and any locally identified priorities. For charter schools, the inclusion and description of goals for state priorities in the LCAP may be modified to meet the grade levels served and the nature of the programs provided, including modifications to reflect only the statutory requirements explicitly applicable to charter schools in the Education Code. Changes in LCAP goals and actions/services for charter schools that result from the annual update process do not necessarily constitute a material revision to the school's charter petition.

For questions related to specific sections of the template, please see instructions below:

Instructions: Linked Table of Contents

[Plan Summary](#)

[Annual Update](#)

[Stakeholder Engagement](#)

[Goals, Actions, and Services](#)

[Planned Actions/Services](#)

[Demonstration of Increased or Improved Services for Unduplicated Students](#)

For additional questions or technical assistance related to completion of the LCAP template, please contact the local county office of education, or the CDE's Local Agency Systems Support Office at: 916-319-0809 or by email at: lcff@cde.ca.gov.

Plan Summary

The LCAP is intended to reflect an LEA's annual goals, actions, services and expenditures within a fixed three-year planning cycle. LEAs must include a plan summary for the LCAP each year.

When developing the LCAP, mark the appropriate LCAP year, and address the prompts provided in these sections. When developing the LCAP in year 2 or year 3, mark the appropriate LCAP year and replace the previous summary information with information relevant to the current year LCAP.

In this section, briefly address the prompts provided. These prompts are not limits. LEAs may include information regarding local program(s), community demographics, and the overall vision of the LEA. LEAs may also attach documents (e.g., the LCFF Evaluation Rubrics data reports) if desired and/or include charts illustrating goals, planned outcomes, actual outcomes, or related planned and actual expenditures.

An LEA may use an alternative format for the plan summary as long as it includes the information specified in each prompt and the budget summary table.

The reference to LCFF Evaluation Rubrics means the evaluation rubrics adopted by the State Board of Education under *EC* Section 52064.5.

Budget Summary

The LEA must complete the LCAP Budget Summary table as follows:

- **Total LEA General Fund Budget Expenditures for the LCAP Year:** This amount is the LEA's total budgeted General Fund expenditures for the LCAP year. The LCAP year means the fiscal year for which an LCAP is adopted or updated by July 1. The General Fund is the main operating fund of the LEA and accounts for all activities not accounted for in another fund. All activities are reported in the General Fund unless there is a compelling reason to account for an activity in another fund. For further information please refer to the *California School Accounting Manual* (<http://www.cde.ca.gov/fq/ac/sa/>). (Note: For some charter schools that follow governmental fund accounting, this amount is the total budgeted expenditures in the Charter Schools Special Revenue Fund. For charter schools that follow the not-for-profit accounting model, this amount is total budgeted expenses, such as those budgeted in the Charter Schools Enterprise Fund.)
- **Total Funds Budgeted for Planned Actions/Services to Meet the Goals in the LCAP for the LCAP Year:** This amount is the total of the budgeted expenditures associated with the actions/services included for the LCAP year from all sources of funds, as reflected in the LCAP. To the extent actions/services and/or expenditures are listed in the LCAP under more than one goal, the expenditures should be counted only once.
- **Description of any use(s) of the General Fund Budget Expenditures specified above for the LCAP year not included in the LCAP:** Briefly describe expenditures included in total General Fund Expenditures that are not included in the total funds budgeted for planned actions/services for

the LCAP year. (Note: The total funds budgeted for planned actions/services may include funds other than general fund expenditures.)

- **Total Projected LCFF Revenues for LCAP Year:** This amount is the total amount of LCFF funding the LEA estimates it will receive pursuant to *EC* sections 42238.02 (for school districts and charter schools) and 2574 (for county offices of education), as implemented by *EC* sections 42238.03 and 2575 for the LCAP year respectively.

Annual Update

The planned goals, expected outcomes, actions/services, and budgeted expenditures must be copied verbatim from the previous year's* approved LCAP. Minor typographical errors may be corrected.

* For example, for LCAP year 2017/18 of the 2017/18 – 2019/20 LCAP, review the goals in the 2016/17 LCAP. Moving forward, review the goals from the most recent LCAP year. For example, LCAP year 2020/21 will review goals from the 2019/20 LCAP year, which is the last year of the 2017/18 – 2019/20 LCAP.

Annual Measurable Outcomes

For each goal in the prior year, identify and review the actual measurable outcomes as compared to the expected annual measurable outcomes identified in the prior year for the goal.

Actions/Services

Identify the planned Actions/Services and the budgeted expenditures to implement these actions toward achieving the described goal. Identify the **actual** actions/services implemented to meet the described goal and the estimated actual annual expenditures to implement the actions/services. As applicable, identify any changes to the students or student groups served, or to the planned location of the actions/services provided.

Analysis

Using actual annual measurable outcome data, including data from the LCFF Evaluation Rubrics, analyze whether the planned actions/services were effective in achieving the goal. Respond to the prompts as instructed.

- Describe the overall implementation of the actions/services to achieve the articulated goal. Include a discussion of relevant challenges and successes experienced with the implementation process.
- Describe the overall effectiveness of the actions/services to achieve the articulated goal as measured by the LEA.
- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures. Minor variances in expenditures or a dollar-for-dollar accounting is not required.
- Describe any changes made to this goal, expected outcomes, metrics, or actions and services to achieve this goal as a result of this analysis and analysis of the data provided in the LCFF Evaluation Rubrics, as applicable. Identify where those changes can be found in the LCAP.

Stakeholder Engagement

Meaningful engagement of parents, students, and other stakeholders, including those representing the student groups identified by LCFF, is critical to the development of the LCAP and the budget process. Education Code identifies the minimum consultation requirements for school districts and county offices of education as consulting with teachers, principals, administrators, other school personnel, local bargaining units of the school district, parents, and pupils in developing the LCAP. Education Code requires charter schools to consult with teachers, principals, administrators, other school personnel, parents, and pupils in developing the LCAP. In addition, Education Code Section 48985 specifies the requirements for the translation of notices, reports, statements, or records sent to a parent or guardian.

The LCAP should be shared with, and LEAs should request input from, school site-level advisory groups, as applicable (e.g., school site councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between school-site and district-level goals and actions. An LEA may incorporate or reference actions described in other plans that are being undertaken to meet specific goals.

Instructions: The stakeholder engagement process is an ongoing, annual process. The requirements for this section are the same for each year of a three-year LCAP. When developing the LCAP, mark the appropriate LCAP year, and describe the stakeholder engagement process used to develop the LCAP and Annual Update. When developing the LCAP in year 2 or year 3, mark the appropriate LCAP year and replace the previous stakeholder narrative(s) and describe the stakeholder engagement process used to develop the current year LCAP and Annual Update.

School districts and county offices of education: Describe the process used to consult with the Parent Advisory Committee, the English Learner Parent Advisory Committee, parents, students, school personnel, the LEA's local bargaining units, and the community to inform the development of the LCAP and the annual review and analysis for the indicated LCAP year.

Charter schools: Describe the process used to consult with teachers, principals, administrators, other school personnel, parents, and students to inform the development of the LCAP and the annual review and analysis for the indicated LCAP year.

Describe how the consultation process impacted the development of the LCAP and annual update for the indicated LCAP year, including the goals, actions, services, and expenditures.

Goals, Actions, and Services

LEAs must include a description of the annual goals, for all students and each LCFF identified group of students, to be achieved for each state priority as applicable to type of LEA. An LEA may also include additional local priorities. This section shall also include a description of the specific planned actions an LEA will take to meet the identified goals, and a description of the expenditures required to implement the specific actions.

School districts and county offices of education: The LCAP is a three-year plan, which is reviewed and updated annually, as required.

Charter schools: The number of years addressed in the LCAP may align with the term of the charter schools budget, typically one year, which is submitted to the school's authorizer. If year 2 and/or year 3 is not applicable, charter schools must specify as such.

New, Modified, Unchanged

As part of the LCAP development process, which includes the annual update and stakeholder engagement, indicate if the goal, identified need, related state and/or local priorities, and/or expected annual measurable outcomes for the current LCAP year or future LCAP years are modified or unchanged from the previous year's LCAP; or, specify if the goal is new.

Goal

State the goal. LEAs may number the goals using the "Goal #" box for ease of reference. A goal is a broad statement that describes the desired result to which all actions/services are directed. A goal answers the question: What is the LEA seeking to achieve?

Related State and/or Local Priorities

Identify the state and/or local priorities addressed by the goal by placing a check mark next to the applicable priority or priorities. The LCAP must include goals that address each of the state priorities, as applicable to the type of LEA, and any additional local priorities; however, one goal may address multiple priorities. ([Link to State Priorities](#))

Identified Need

Describe the needs that led to establishing the goal. The identified needs may be based on quantitative or qualitative information, including, but not limited to, results of the annual update process or performance data from the LCFF Evaluation Rubrics, as applicable.

Expected Annual Measurable Outcomes

For each LCAP year, identify the metric(s) or indicator(s) that the LEA will use to track progress toward the expected outcomes. LEAs may identify metrics for specific student groups. Include in the baseline column the most recent data associated with this metric or indicator available at the time of adoption of the LCAP for the first year of the three-year plan. The most recent data associated with a metric or indicator includes data as reported in the annual update of the LCAP year immediately preceding the three-year plan, as applicable. The baseline data shall remain unchanged throughout the three-year LCAP. In the subsequent year columns, identify the progress to be made in each year of the three-year cycle of the LCAP. Consider how expected outcomes in any given year are related to the expected outcomes for subsequent years.

The metrics may be quantitative or qualitative, but at minimum an LEA must use the applicable required metrics for the related state priorities, in each LCAP year as applicable to the type of LEA. For the student engagement priority metrics, as applicable, LEAs must calculate the rates as described in the LCAP Template Appendix, sections (a) through (d).

Planned Actions/Services

For each action/service, the LEA must complete either the section "For Actions/Services not contributing to meeting Increased or Improved Services Requirement" or the section "For Actions/Services Contributing to Meeting the Increased or Improved Services Requirement." The LEA shall not complete both sections for a single action.

For Actions/Services Not Contributing to Meeting the Increased or Improved Services Requirement

Students to be Served

The "Students to be Served" box is to be completed for all actions/services except for those which are included by the LEA as contributing to meeting the requirement to increase or improve services for unduplicated students. Indicate in this box which students will benefit from the actions/services by checking "All", "Students with Disabilities", or "Specific Student Group(s)". If "Specific Student Group(s)" is checked, identify the specific student group(s) as appropriate.

Location(s)

Identify the location where the action/services will be provided. If the services are provided to all schools within the LEA, the LEA must indicate "All Schools". If the services are provided to specific schools within the LEA or specific grade spans only, the LEA must mark "Specific Schools" or "Specific Grade Spans". Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades K-5), as appropriate.

Charter schools operating more than one site, authorized within the same charter petition, may choose to distinguish between sites by selecting "Specific Schools" and identify the site(s) where the actions/services will be provided. For charter schools operating only one site, "All Schools" and "Specific Schools" may be synonymous and, therefore, either would be appropriate. Charter schools may use either term provided they are used in a consistent manner through the LCAP.

For Actions/Services Contributing to Meeting the Increased or Improved Services Requirement:

Students to be Served

For any action/service contributing to the LEA's overall demonstration that it has increased or improved services for unduplicated students above what is provided to all students (see Demonstration of Increased or Improved Services for Unduplicated Students section, below), the LEA must identify the unduplicated student group(s) being served.

Scope of Service

For each action/service contributing to meeting the increased or improved services requirement, identify scope of service by indicating "LEA-wide", "Schoolwide", or "Limited to Unduplicated Student Group(s)". The LEA must select one of the following three options:

- If the action/service is being funded and provided to upgrade the entire educational program of the LEA, place a check mark next to "LEA-wide."
- If the action/service is being funded and provided to upgrade the entire educational program of a particular school or schools, place a check mark next to "schoolwide".
- If the action/service being funded and provided is limited to the unduplicated students identified in "Students to be Served", place a check mark next to "Limited to Student Groups".

For charter schools and single-school school districts, "LEA-wide" and "Schoolwide" may be synonymous and, therefore, either would be appropriate. For charter schools operating multiple schools (determined by a unique CDS code) under a single charter, use "LEA-wide" to refer to all schools under the charter and use "Schoolwide" to refer to a single school authorized within the same charter petition. Charter schools operating a single school may use "LEA-wide" or "Schoolwide" provided these terms are used in a consistent manner through the LCAP.

Location(s)

Identify the location where the action/services will be provided. If the services are provided to all schools within the LEA, the LEA must indicate "All Schools". If the services are provided to specific schools within the LEA or specific grade spans only, the LEA must mark "Specific Schools" or "Specific Grade Spans". Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades K-5), as appropriate.

Charter schools operating more than one site, authorized within the same charter petition, may choose to distinguish between sites by selecting "Specific Schools" and identify the site(s) where the actions/services will be provided. For charter schools operating only one site, "All Schools" and "Specific Schools" may be synonymous and, therefore, either would be appropriate. Charter schools may use either term provided they are used in a consistent manner through the LCAP.

Actions/Services

For each LCAP year, identify the actions to be performed and services provided to meet the described goal. Actions and services that are implemented to achieve the identified goal may be grouped together. LEAs may number the action/service using the "Action #" box for ease of reference.

New/Modified/Unchanged:

- Check "New" if the action/service is being added in any of the three years of the LCAP to meet the articulated goal.
- Check "Modified" if the action/service was included to meet an articulated goal and has been changed or modified in any way from the prior year description.
- Check "Unchanged" if the action/service was included to meet an articulated goal and has not been changed or modified in any way from the prior year description.
 - If a planned action/service is anticipated to remain unchanged for the duration of the plan, an LEA may check "Unchanged" and leave the subsequent year columns blank rather than having to copy/paste the action/service into the subsequent year columns. Budgeted expenditures may be treated in the same way as applicable.

Note: The goal from the prior year may or may not be included in the current three-year LCAP. For example, when developing year 1 of the LCAP, the goals articulated in year 3 of the preceding three-year LCAP will be from the prior year.

Charter schools may complete the LCAP to align with the term of the charter school's budget that is submitted to the school's authorizer. Accordingly, a charter school submitting a one-year budget to its authorizer may choose not to complete the year 2 and year 3 portions of the Goals, Actions, and

Services section of the template. If year 2 and/or year 3 is not applicable, charter schools must specify as such.

Budgeted Expenditures

For each action/service, list and describe budgeted expenditures for each school year to implement these actions, including where those expenditures can be found in the LEA's budget. The LEA must reference all fund sources for each proposed expenditure. Expenditures must be classified using the California School Accounting Manual as required by *Education Code* sections 52061, 52067, and 47606.5.

Expenditures that are included more than once in an LCAP must be indicated as a duplicated expenditure and include a reference to the goal and action/service where the expenditure first appears in the LCAP.

If a county superintendent of schools has jurisdiction over a single school district, and chooses to complete a single LCAP, the LCAP must clearly articulate to which entity's budget (school district or county superintendent of schools) all budgeted expenditures are aligned.

Demonstration of Increased or Improved Services for Unduplicated Students

This section must be completed for each LCAP year. When developing the LCAP in year 2 or year 3, copy the Demonstration of Increased or Improved Services for Unduplicated Students table and mark the appropriate LCAP year. Using the copy of the table, complete the table as required for the current year LCAP. Retain all prior year tables for this section for each of the three years within the LCAP.

Estimated Supplemental and Concentration Grant Funds

Identify the amount of funds in the LCAP year calculated on the basis of the number and concentration of low income, foster youth, and English learner students as determined pursuant to 5 CCR 15496(a)(5).

Percentage to Increase or Improve Services

Identify the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 CCR 15496(a)(7).

Consistent with the requirements of 5 CCR 15496, describe how services provided for unduplicated pupils are increased or improved by at least the percentage calculated as compared to services provided for all students in the LCAP year. To improve services means to grow services in quality and to increase services means to grow services in quantity. This description must address how the action(s)/service(s) limited for one or more unduplicated student group(s), and any schoolwide or districtwide action(s)/service(s) supported by the appropriate description, taken together, result in the required proportional increase or improvement in services for unduplicated pupils.

If the overall increased or improved services include any actions/services being funded and provided on a schoolwide or districtwide basis, identify each action/service and include the required descriptions supporting each action/service as follows.

For those services being provided on an LEA-wide basis:

- For school districts with an unduplicated pupil percentage of 55% or more, and for charter schools and county offices of education: Describe how these services are **principally directed to and effective in** meeting its goals for unduplicated pupils in the state and any local priorities.
- For school districts with an unduplicated pupil percentage of less than 55%: Describe how these services are **principally directed to and effective in** meeting its goals for unduplicated pupils in the state and any local priorities. Also describe how the services are **the most effective use of the funds to meet** these goals for its unduplicated pupils. Provide the basis for this determination, including any alternatives considered, supporting research, experience or educational theory.

For school districts only, identify in the description those services being funded and provided on a schoolwide basis, and include the required description supporting the use of the funds on a schoolwide basis:

- For schools with 40% or more enrollment of unduplicated pupils: Describe how these services are **principally directed to** and **effective in** meeting its goals for its unduplicated pupils in the state and any local priorities.
- For school districts expending funds on a schoolwide basis at a school with less than 40% enrollment of unduplicated pupils: Describe how these services are **principally directed to** and how the services are **the most effective use of the funds to** meet its goals for English learners, low income students and foster youth, in the state and any local priorities.

State Priorities

Priority 1: Basic Services addresses the degree to which:

- A. Teachers in the LEA are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- B. Pupils in the school district have sufficient access to the standards-aligned instructional materials; and
- C. School facilities are maintained in good repair.

Priority 2: Implementation of State Standards addresses:

- A. The implementation of state board adopted academic content and performance standards for all students, which are:
 - a. English Language Arts – Common Core State Standards for English Language Arts
 - b. Mathematics – Common Core State Standards for Mathematics
 - c. English Language Development
 - d. Career Technical Education
 - e. Health Education Content Standards
 - f. History-Social Science
 - g. Model School Library Standards
 - h. Physical Education Model Content Standards
 - i. Next Generation Science Standards
 - j. Visual and Performing Arts
 - k. World Language; and
- B. How the programs and services will enable English learners to access the CCSS and the ELD standards for purposes of gaining academic content knowledge and English language proficiency.

Priority 3: Parental Involvement addresses:

- A. The efforts the school district makes to seek parent input in making decisions for the school district and each individual school site;
- B. How the school district will promote parental participation in programs for unduplicated pupils; and
- C. How the school district will promote parental participation in programs for individuals with exceptional needs.

Priority 4: Pupil Achievement as measured by all of the following, as applicable:

- A. Statewide assessments;
- B. The Academic Performance Index;
- C. The percentage of pupils who have successfully completed courses that satisfy UC or CSU entrance requirements, or programs of study that align with state board approved career technical educational standards and framework;
- D. The percentage of English learner pupils who make progress toward English proficiency as measured by the CELDT;
- E. The English learner reclassification rate;
- F. The percentage of pupils who have passed an advanced placement examination with a score of 3 or higher; and
- G. The percentage of pupils who participate in, and demonstrate college preparedness pursuant to, the Early Assessment Program, or any subsequent assessment of college preparedness.

Priority 5: Pupil Engagement as measured by all of the following, as applicable:

- A. School attendance rates;
- B. Chronic absenteeism rates;

- C. Middle school dropout rates;
- D. High school dropout rates; and
- E. High school graduation rates;

Priority 6: School Climate as measured by all of the following, as applicable:

- A. Pupil suspension rates;
- B. Pupil expulsion rates; and
- C. Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness.

Priority 7: Course Access addresses the extent to which pupils have access to and are enrolled in:

- A. S broad course of study including courses described under Sections 51210 and 51220(a)-(i), as applicable;
- B. Programs and services developed and provided to unduplicated pupils; and
- C. Programs and services developed and provided to individuals with exceptional needs.

Priority 8: Pupil Outcomes addresses pupil outcomes, if available, for courses described under Sections 51210 and 51220(a)-(i), as applicable.

Priority 9: Coordination of Instruction of Expelled Pupils (COE Only) addresses how the county superintendent of schools will coordinate instruction of expelled pupils

Priority 10. Coordination of Services for Foster Youth (COE Only) addresses how the county superintendent of schools will coordinate services for foster children, including:

- A. Working with the county child welfare agency to minimize changes in school placement
- B. Providing education-related information to the county child welfare agency to assist in the delivery of services to foster children, including educational status and progress information that is required to be included in court reports;
- C. Responding to requests from the juvenile court for information and working with the juvenile court to ensure the delivery and coordination of necessary educational services; and
- D. Establishing a mechanism for the efficient expeditious transfer of health and education records and the health and education passport.

Local Priorities address:

- A. Local priority goals; and
- B. Methods for measuring progress toward local goals.

APPENDIX A: PRIORITIES 5 AND 6 RATE CALCULATION INSTRUCTIONS

For the purposes of completing the LCAP in reference to the state priorities under *Education Code* sections 52060 and 52066, as applicable to type of LEA, the following shall apply:

(a) "Chronic absenteeism rate" shall be calculated as follows:

- (1) The number of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30) who are chronically absent where "chronic absentee" means a pupil who is absent 10 percent or more of the schooldays in the school year when the total number of days a pupil is absent is divided by the total number of days the pupil is enrolled and school was actually taught in the total number of days the pupil is enrolled and school was actually taught in the regular day schools of the district, exclusive of Saturdays and Sundays.
- (2) The unduplicated count of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30).
- (3) Divide (1) by (2).

(b) "Middle School dropout rate" shall be calculated as set forth in *California Code of Regulations*, title 5, Section 1039.1.

(c) "High school dropout rate" shall be calculated as follows:

- (1) The number of cohort members who dropout by the end of year 4 in the cohort where "cohort" is defined as the number of first-time grade 9 pupils in year 1 (starting cohort) plus pupils who transfer in, minus pupils who transfer out, emigrate, or die during school years 1, 2, 3, and 4.
- (2) The total number of cohort members.
- (3) Divide (1) by (2).

(d) "High school graduation rate" shall be calculated as follows:

- (1) The number of cohort members who earned a regular high school diploma [or earned an adult education high school diploma or passed the California High School Proficiency Exam] by the end of year 4 in the cohort where "cohort" is defined as the number of first-time grade 9 pupils in year 1 (starting cohort) plus pupils who transfer in, minus pupils who transfer out, emigrate, or die during school years 1, 2, 3, and 4.
- (2) The total number of cohort members.
- (3) Divide (1) by (2).

(e) "Suspension rate" shall be calculated as follows:

- (1) The unduplicated count of pupils involved in one or more incidents for which the pupil was suspended during the academic year (July 1 – June 30).
- (2) The unduplicated count of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30).
- (3) Divide (1) by (2).

(f) "Expulsion rate" shall be calculated as follows:

- (1) The unduplicated count of pupils involved in one or more incidents for which the pupil was expelled during the academic year (July 1 – June 30).
- (2) The unduplicated count of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30).
- (3) Divide (1) by (2).

NOTE: Authority cited: Sections 42238.07 and 52064, *Education Code*. Reference: Sections 2574, 2575, 42238.01, 42238.02, 42238.03, 42238.07, 47605, 47605.6, 47606.5, 48926, 52052, 52060, 52061, 52062, 52063, 52064, 52066, 52067, 52068, 52069, 52070, 52070.5, and 64001,; 20 U.S.C. Sections 6312 and 6314.

APPENDIX B: GUIDING QUESTIONS

Guiding Questions: Annual Review and Analysis

- 1) How have the actions/services addressed the needs of all pupils and did the provisions of those services result in the desired outcomes?
- 2) How have the actions/services addressed the needs of all subgroups of pupils identified pursuant to *Education Code* Section 52052, including, but not limited to, English learners, low-income pupils, and foster youth; and did the provision of those actions/services result in the desired outcomes?
- 3) How have the actions/services addressed the identified needs and goals of specific school sites and were these actions/services effective in achieving the desired outcomes?
- 4) What information (e.g., quantitative and qualitative data/metrics) was examined to review progress toward goals in the annual update?
- 5) What progress has been achieved toward the goal and expected measurable outcome(s)? How effective were the actions and services in making progress toward the goal? What changes to goals, actions, services, and expenditures are being made in the LCAP as a result of the review of progress and assessment of the effectiveness of the actions and services?
- 6) What differences are there between budgeted expenditures and estimated actual annual expenditures? What were the reasons for any differences?

Guiding Questions: Stakeholder Engagement

- 1) How have applicable stakeholders (e.g., parents and pupils, including parents of unduplicated pupils and unduplicated pupils identified in *Education Code* Section 42238.01; community members; local bargaining units; LEA personnel; county child welfare agencies; county office of education foster youth services programs, court-appointed special advocates, and other foster youth stakeholders; community organizations representing English learners; and others as appropriate) been engaged and involved in developing, reviewing, and supporting implementation of the LCAP?
- 2) How have stakeholders been included in the LEA's process in a timely manner to allow for engagement in the development of the LCAP?
- 3) What information (e.g., quantitative and qualitative data/metrics) was made available to stakeholders related to the state priorities and used by the LEA to inform the LCAP goal setting process? How was the information made available?
- 4) What changes, if any, were made in the LCAP prior to adoption as a result of written comments or other feedback received by the LEA through any of the LEA's engagement processes?
- 5) What specific actions were taken to meet statutory requirements for stakeholder engagement pursuant to *Education Code* sections 52062, 52068, or 47606.5, as applicable, including engagement with representatives of parents and guardians of pupils identified in *Education Code* Section 42238.01?
- 6) What specific actions were taken to consult with pupils to meet the requirements 5 CCR 15495(a)?
- 7) How has stakeholder involvement been continued and supported? How has the involvement of these stakeholders supported improved outcomes for pupils, including unduplicated pupils, related to the state priorities?

Guiding Questions: Goals, Actions, and Services

- 1) What are the LEA's goal(s) to address state priorities related to "Conditions of Learning": Basic Services (Priority 1), the Implementation of State Standards (Priority 2), and Course Access (Priority 7)?
- 2) What are the LEA's goal(s) to address state priorities related to "Pupil Outcomes": Pupil Achievement (Priority 4), Pupil Outcomes (Priority 8), Coordination of Instruction of Expelled Pupils (Priority 9 – COE Only), and Coordination of Services for Foster Youth (Priority 10 – COE Only)?
- 3) What are the LEA's goal(s) to address state priorities related to parent and pupil "Engagement": Parental Involvement (Priority 3), Pupil Engagement (Priority 5), and School Climate (Priority 6)?
- 4) What are the LEA's goal(s) to address any locally-identified priorities?
- 5) How have the unique needs of individual school sites been evaluated to inform the development of meaningful district and/or individual school site goals (e.g., input from site level advisory groups, staff, parents, community, pupils; review of school level plans; in-depth school level data analysis, etc.)?
- 6) What are the unique goals for unduplicated pupils as defined in *Education Code* sections 42238.01 and bgroups as defined in section 52052 that are different from the LEA's goals for all pupils?
- 7) What are the specific expected measurable outcomes associated with each of the goals annually and over the term of the LCAP?
- 8) What information (e.g., quantitative and qualitative data/metrics) was considered/reviewed to develop goals to address each state or local priority?
- 9) What information was considered/reviewed for individual school sites?
- 10) What information was considered/reviewed for subgroups identified in *Education Code* Section 52052?
- 11) What actions/services will be provided to all pupils, to subgroups of pupils identified pursuant to *Education Code* Section 52052, to specific school sites, to English learners, to low-income pupils, and/or to foster youth to achieve goals identified in the LCAP?
- 12) How do these actions/services link to identified goals and expected measurable outcomes?
- 13) What expenditures support changes to actions/services as a result of the goal identified? Where can these expenditures be found in the LEA's budget?

LCAP Expenditure Summary

Total Expenditures by Funding Source						
Funding Source	2016-17 Annual Update Budgeted	2016-17 Annual Update Actual	2017-18	2018-19	2019-20	2017-18 through 2019-20 Total
All Funding Sources	22,573,740.00	0.00	33,214,094.00	18,638,548.00	0.00	51,852,642.00
	0.00	0.00	24,820,192.00	0.00	0.00	24,820,192.00
Base	17,200,853.00	0.00	2,699,267.00	16,522,499.00	0.00	19,221,766.00
Federal Funds	123,140.00	0.00	130,048.00	85,038.00	0.00	215,086.00
Special Education	3,410,117.00	0.00	3,452,687.00	385,753.00	0.00	3,838,440.00
Supplemental	0.00	0.00	0.00	0.00	0.00	0.00
Supplemental and Concentration	1,063,480.00	0.00	1,337,548.00	1,245,710.00	0.00	2,583,258.00
Title I	776,150.00	0.00	774,352.00	354,548.00	0.00	1,128,900.00
Title II	0.00	0.00	0.00	45,000.00	0.00	45,000.00

* Totals based on expenditure amounts in goal and annual update sections.

Total Expenditures by Object Type						
Object Type	2016-17 Annual Update Budgeted	2016-17 Annual Update Actual	2017-18	2018-19	2019-20	2017-18 through 2019-20 Total
All Expenditure Types	22,573,740.00	0.00	33,214,094.00	18,638,548.00	0.00	51,852,642.00
	0.00	0.00	0.00	0.00	0.00	0.00
1000-1999: Certificated Personnel Salaries	18,193,425.00	0.00	25,818,555.00	15,215,421.00	0.00	41,033,976.00
2000-2999: Classified Personnel Salaries	297,782.00	0.00	306,125.00	308,125.00	0.00	614,250.00
3000-3999: Employee Benefits	3,009,362.00	0.00	7,027,843.00	3,058,241.00	0.00	10,086,084.00
4000-4999: Books And Supplies	1,010,317.00	0.00	5,217.00	5,217.00	0.00	10,434.00
5000-5999: Services And Other Operating Expenditures	25,354.00	0.00	18,854.00	18,854.00	0.00	37,708.00
5800: Professional/Consulting Services And Operating Expenditures	37,500.00	0.00	37,500.00	32,690.00	0.00	70,190.00

* Totals based on expenditure amounts in goal and annual update sections.

Total Expenditures by Object Type and Funding Source							
Object Type	Funding Source	2016-17 Annual Update Budgeted	2016-17 Annual Update Actual	2017-18	2018-19	2019-20	2017-18 through 2019-20 Total
All Expenditure Types	All Funding Sources	22,573,740.00	0.00	33,214,094.00	18,638,548.00	0.00	51,852,642.00
		0.00	0.00	0.00	0.00	0.00	0.00
1000-1999: Certificated Personnel Salaries		0.00	0.00	21,096,994.00	0.00	0.00	21,096,994.00
1000-1999: Certificated Personnel Salaries	Base	13,945,481.00	0.00	236,877.00	13,793,717.00	0.00	14,030,594.00
1000-1999: Certificated Personnel Salaries	Federal Funds	68,520.00	0.00	69,760.00	38,000.00	0.00	107,760.00
1000-1999: Certificated Personnel Salaries	Special Education	2,767,143.00	0.00	2,784,143.00	171,739.00	0.00	2,955,882.00
1000-1999: Certificated Personnel Salaries	Supplemental and Concentration	754,086.00	0.00	972,586.00	880,272.00	0.00	1,852,858.00
1000-1999: Certificated Personnel Salaries	Title I	658,195.00	0.00	658,195.00	296,693.00	0.00	954,888.00
1000-1999: Certificated Personnel Salaries	Title II	0.00	0.00	0.00	35,000.00	0.00	35,000.00
2000-2999: Classified Personnel Salaries		0.00	0.00	0.00	0.00	0.00	0.00
2000-2999: Classified Personnel Salaries	Base	0.00	0.00	0.00	0.00	0.00	0.00
2000-2999: Classified Personnel Salaries	Federal Funds	15,500.00	0.00	15,500.00	16,500.00	0.00	32,000.00
2000-2999: Classified Personnel Salaries	Special Education	131,681.00	0.00	140,024.00	141,024.00	0.00	281,048.00
2000-2999: Classified Personnel Salaries	Supplemental and Concentration	150,601.00	0.00	150,601.00	150,601.00	0.00	301,202.00
3000-3999: Employee Benefits		0.00	0.00	3,723,198.00	0.00	0.00	3,723,198.00
3000-3999: Employee Benefits	Base	2,224,872.00	0.00	2,432,890.00	2,699,282.00	0.00	5,132,172.00
3000-3999: Employee Benefits	Federal Funds	15,549.00	0.00	16,217.00	11,967.00	0.00	28,184.00
3000-3999: Employee Benefits	Special Education	495,193.00	0.00	528,520.00	72,990.00	0.00	601,510.00

Total Expenditures by Object Type and Funding Source							
Object Type	Funding Source	2016-17 Annual Update Budgeted	2016-17 Annual Update Actual	2017-18	2018-19	2019-20	2017-18 through 2019-20 Total
3000-3999: Employee Benefits	Supplemental	0.00	0.00	0.00	0.00	0.00	0.00
3000-3999: Employee Benefits	Supplemental and Concentration	155,793.00	0.00	210,861.00	211,337.00	0.00	422,198.00
3000-3999: Employee Benefits	Title I	117,955.00	0.00	116,157.00	57,855.00	0.00	174,012.00
3000-3999: Employee Benefits	Title II	0.00	0.00	0.00	4,810.00	0.00	4,810.00
4000-4999: Books And Supplies		0.00	0.00	0.00	0.00	0.00	0.00
4000-4999: Books And Supplies	Base	1,000,500.00	0.00	500.00	500.00	0.00	1,000.00
4000-4999: Books And Supplies	Federal Funds	1,717.00	0.00	1,717.00	1,717.00	0.00	3,434.00
4000-4999: Books And Supplies	Special Education	5,100.00	0.00	0.00	0.00	0.00	0.00
4000-4999: Books And Supplies	Supplemental and Concentration	3,000.00	0.00	3,000.00	3,000.00	0.00	6,000.00
5000-5999: Services And Other Operating Expenditures		0.00	0.00	0.00	0.00	0.00	0.00
5000-5999: Services And Other Operating Expenditures	Base	2,500.00	0.00	1,500.00	1,500.00	0.00	3,000.00
5000-5999: Services And Other Operating Expenditures	Federal Funds	11,854.00	0.00	16,854.00	16,854.00	0.00	33,708.00
5000-5999: Services And Other Operating Expenditures	Special Education	11,000.00	0.00	0.00	0.00	0.00	0.00
5000-5999: Services And Other Operating Expenditures	Supplemental and Concentration	0.00	0.00	500.00	500.00	0.00	1,000.00
5000-5999: Services And Other Operating Expenditures	Title II	0.00	0.00	0.00	0.00	0.00	0.00
5800: Professional/Consulting Services And Operating Expenditures		0.00	0.00	0.00	0.00	0.00	0.00
5800: Professional/Consulting Services And Operating Expenditures	Base	27,500.00	0.00	27,500.00	27,500.00	0.00	55,000.00

Total Expenditures by Object Type and Funding Source							
Object Type	Funding Source	2016-17 Annual Update Budgeted	2016-17 Annual Update Actual	2017-18	2018-19	2019-20	2017-18 through 2019-20 Total
5800: Professional/Consulting Services And Operating Expenditures	Federal Funds	10,000.00	0.00	10,000.00	0.00	0.00	10,000.00
5800: Professional/Consulting Services And Operating Expenditures	Supplemental and Concentration	0.00	0.00	0.00	0.00	0.00	0.00
5800: Professional/Consulting Services And Operating Expenditures	Title II	0.00	0.00	0.00	5,190.00	0.00	5,190.00

* Totals based on expenditure amounts in goal and annual update sections.

Total Expenditures by Goal				
Goal	2017-18	2018-19	2019-20	2017-18 through 2019-20 Total
Goal 1	32,814,530.00	18,224,119.00	0.00	51,038,649.00
Goal 2	396,564.00	411,429.00	0.00	807,993.00
Goal 3	3,000.00	3,000.00	0.00	6,000.00

* Totals based on expenditure amounts in goal and annual update sections.

Center Joint Unified School District

AGENDA REQUEST FOR:**Dept./Site: Facilities and Operations**

Action Item_____ **X**

To: Board of Trustees

Information Item _____

Date: April 19, 2017

Attached Pages 2

From: Craig Deason, Assistant Superintendent

Principal/Administrator Initials: _____

SUBJECT: Modernization Scope Priorities

The attached Modernization Scope Priorities were recommended by the CJUSD Facilities Committee. These will be a general guideline for future modernization projects.

RECOMMENDATION: CJUSD Board of Trustees approve the Modernization Scope Priorities as Recommended by the CJUSD Facilities Committee.

MODERNIZATION SCOPE PRIORITIES

1. Health, Safety, and Security:

- Fire Alarm/Life Safety
- Structural Safety (as required by DSA – AB300 list)
- Traffic Circulation (Student/Parent Drop-off, Bus, and Parking Lots)
- Asbestos and Lead Abatement
- Exterior Lighting (including Prop 39 CEC projects)
- Security System Monitoring (DVR or CCTV)
- Public Circulation and Security Fencing
- Exterior Door Hardware

2. Access Compliance (as required by DSA):

- Path of Travel Upgrades (in addition to Site Improvements)
- Doors, Frames, Hardware, and Thresholds (Exterior)
- Restroom Modifications, Fixtures, Partitions, Grab Bars, Accessories, and Drinking Fountains
- Site and Building Signage
- MPR Assistive Listening
- Elevators and Stage Access Lifts

3. Building Shell Integrity:

- Roof, Fascia, and Gutter/Downspout Replacement
- Deteriorated and Leaking Windows/Storefronts
- Water Intrusion
- Exterior Paint and Wall Finishes
- Dry Rot and Termite Repair

4. Site Improvements:

- Hardscape, Hardcourts, Ball Walls, and Playgrounds
- Lunch Shade Structures
- Site Fencing, Utility Yard, and Trash Enclosures
- Surface Drainage (paving and seal coat/stripe)
- Landscape and Irrigation Systems

5. Portable Classroom Building Inventory and “Deportablization”:

- Tabulate Portables by Site from District Records
- Evaluate Disposition – If Owned or Leased
- Evaluate Age – If \geq to 15 years old (replace with conventional construction)

6A. IT Infrastructure and Low Voltage Systems:

- Campus Infrastructure
 - Underground Pathway
 - Aboveground Pathway
 - Minimum Point of Entry (MPOE) Capability for Telecommunications (voice/data)
 - MDF/IDF Locations
 - MDF/IDF Active Hardware Components (i.e. Switches, Routers, Servers, etc.)
- Backbone Cabling (from MDF to IDF's)
 - Fiber Optic Cable
 - Copper
 - Coax Cable
- Horizontal Cabling (from IDF's to end points)
 - Data Drops



- Fiber Optic Cable
- Coax Cable
- Service Provider Speed/Internet Connectivity via WAN
- Communications
 - Intercom
 - Clocks/Bells
 - Speakers (Interior and Exterior)
 - Telephone (PBX, Keyed Switch Unit, VoIP)
- Building Systems Management
 - Energy Management Systems
 - Lighting Control Systems

6B. Educational-Technology:

- Classroom/Lab Technology
 - Projectors/Screens
 - Flat Screen TV's
 - Smart Boards
 - Interwrite Boards
 - Document Cameras
 - AV Media (content video on-demand streaming)
 - Voice Amplification (classrooms)
 - Assistive Listening (i.e. public spaces – MPR's)
 - Computers
 - Printers
 - Wireless Access Points
- Sound/Lighting Systems (MPR, library, theater, and meeting areas)

7. Classroom and Core Facility Interior Finishes:

- Interior Painting
- Tackable Wall Surfaces and Marker Boards
- Ceiling Repair/Replacement
- Floor Coverings
- Casework, Cabinetry, and Millwork
- Doors, Frames, Hardware, (Interior)

8. Athletic Facility Upgrades:

- Football, Track/Field, Concessions, Restrooms, and Storage
- Baseball, Softball, and Soccer Fields
- Basketball and Tennis Courts

9. Building Mechanical, Electrical, and Plumbing (MEP):

- HVAC Integrity/Distribution
- HVAC Upgrades (including Prop 39 CEC projects)
- Plumbing Integrity/Distribution
- Electrical Power Distribution
- Energy Management System (including Prop 39 CEC projects)
- Lighting Upgrades (including Prop 39 CEC projects)

10. Site Utility Improvements:

- Electrical Service Upgrade
- Water, Sewer, Storm, and Gas Line Replacement
- Shut Off Valve Replacement
- Irrigation Control Valve Replacement

